

**CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA**

**CITY COUNCIL
CLOSED SESSION AGENDA**

SEPTEMBER 6, 2011

5:00 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
 - B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: William Avery, Mark Deven,
Amy Buck and Christine Engel
Employee Organization(s): Woodland City Employee's Association;
Woodland Mid-Management Association and Woodland
Management Employees

**JOINT REGULAR CITY COUNCIL/
WOODLAND FINANCE AUTHORITY**

6:00 P.M.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. COMMUNICATIONS-PUBLIC COMMENT (6:03)



All times are
approximate



This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS—COUNCIL/STAFF STATEMENTS AND REQUESTS (6:06)

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

F. COMMUNICATIONS - WRITTEN (6:07)

- F.1 Receive Notification from Pacific Gas and Electric regarding Rate Increase Related to Joint Application Filing between the Utilities and Lawrence Livermore National Laboratory.

G. COMMITTEE REPORTS (6:08)

- G.1 Receive the Minutes of the Woodland-Davis Clean Water Agency Board of Directors Meeting Minutes for April 21, 2011, May 3, 2011 and June 7, 2011
- G.2 Receive the Minutes of the Library Board of Trustees Meeting Minutes for June 9, 2011 and June 30, 2011

H. PRESENTATIONS (6:09)

- 1. Proclaim September 2011 as "Prostate Cancer Awareness Month" (5 minutes)

I. CONSENT CALENDAR (6:14)

- 2. Receive the Quarterly Status Report from Community Development Department



3. Receive the Capital Budget Execution Report from Community Development Department
 4. Receive the Monthly Status Report from Fire Department
 5. Adopt Ordinance Amending Sections 17B-1-4 and 17B-1-5 of the Woodland Municipal Code Relating to the Informal Bid Limit Under the Uniform Public Construction Cost Accounting Act to increase Informal Bid Limit
 6. Approve Third Amendment to City Manager's Employment Agreement
 7. Approve Consultant Agreement between City of Woodland and Francis Borcalli, P.E., for Project Management Services for Lower Cache Creek Feasibility Study
 8. Approve Consultant Agreement between City of Woodland and The Ferguson Group for Federal Advocacy Services Associated with Cache Creek Settling Basin Project
 9. Authorize City Manager to Execute Contracts for Renewal of Concession Stand Lease Agreement with Various Sports Groups
 10. Adopt New Fee for Procurement and Installation of Automatic Meter Reader (AMR) Units and Add Fee to Comprehensive Fee Schedule
 11. Proclaim September 26, 2011 as "Family Day – A Day to Eat dinner with Your Children"
 12. Adopt Resolutions for Paying and Reporting the Value of Employer Paid Member Contributions for Police Units
- J. PUBLIC HEARINGS (6:17)
13. Conduct Public Hearing and Adopt Mitigated Negative Declaration for Southwest Storage Tank (5 minutes)



K. REPORTS OF THE CITY MANAGER (6:22)

14. Approve Response to Yolo County Grand Jury Report on Response Billing; Authorize Mayor to Sign Letter (15 minutes)
15. Approve the Option to Purchase Agreement and the Agreement for the Purchase and Sale of Real Estate for the New Woodland Partnership Property (10 minutes)
16. Approve SACOG Grant Applications; Support Direction on Future Countywide Bike/Pedestrian Applications (5 minutes)

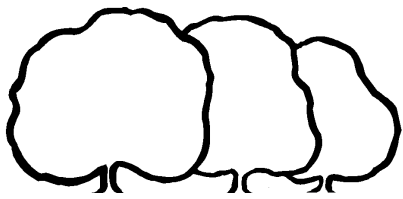
L. ADJOURN (6:52)

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority/Redevelopment Agency Board of the City of Woodland scheduled for Tuesday, September 6, 2011 was posted on September 2, 2011 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Council Communication

Report in Brief

Attached is a communication received for which Council should be made aware:

1. Notification of a Pacific Gas and Electric application for a rate increase of less than 1% for the Application Filing for Approval to Recover the Costs Associated with the Agreement with the Lawrence Livermore National Laboratory for the 21st Century Energy.

This item is for your information only.

Prepared by: Ana Gonzalez
City Clerk

Mark G. Deven
City Manager

Attachment: Notice

July 26, 2011
TO STATE, COUNTY AND CITY OFFICIALS

**NOTIFICATION OF PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION FILING
FOR APPROVAL TO RECOVER THE COSTS ASSOCIATED WITH THE AGREEMENT
WITH THE LAWRENCE LIVERMORE NATIONAL LABORATORY FOR 21ST CENTURY
ENERGY (A.11-07-008)**

On July 18, 2011, Pacific Gas and Electric Company (PG&E) filed a joint application filing with Southern California Edison Company and San Diego Gas & Electric Company (collectively, "Utilities"), with the California Public Utilities Commission (CPUC). The joint application filing is seeking authority from the CPUC to recover the costs associated with a strategic applied research and development agreement between the Utilities and Lawrence Livermore National Laboratory. The agreement is known as the "California Energy Systems for the 21st Century Project" ("Project").

The partnership seeks to leverage the joint resources of the Utilities, California agencies, and California research laboratories and institutions to develop the necessary technologies and computing power necessary to expand and enhance the use of renewable energy and energy efficiency resources for the benefit of California consumers, businesses, and governments. The consortium will employ a joint team of technical experts who will combine data integration with the nation's most advanced modeling, simulation, and analytical tools to provide problem solving and planning to achieve California's energy and environmental goals.

The joint Utilities' application filing requests authorization for the Utilities to increase their electric and gas rates, where applicable, and charges to collect up to a maximum of \$150 million over five years. PG&E seeks to recover its share (\$83.44 million) of the associated revenue requirements, allocated 75 percent to electric revenue requirements and 25 percent to gas revenue requirements, in electric and gas rates over the five year period. Therefore PG&E will increase its electric revenue requirements by approximately \$12.5 million in 2013 and its gas revenue requirements by approximately \$4.2 million in 2013 and these amounts will remain in rates through the end of 2017.

Will rates increase as a result of this application?

Yes, approval of this application will increase electric rates for electric distribution and gas transportation and distribution service customers by less than 1 percent relative to current rates and would not have a significant impact on individual customer rates.

FOR FURTHER INFORMATION

To request a copy of the application and exhibits or for more details, call PG&E at **1-800-743-5000**.

For TDD/TTY (speech-hearing impaired), call **1-800-652-4712**.

Para más detalles llame al

1-800-660-6789

詳情請致電

1-800-893-9555

You may request a copy of the application and exhibits by writing to:

Pacific Gas and Electric Company

LLNL/JOINT IOU Application

P.O. Box 7442, San Francisco, CA 94120.

THE CPUC PROCESS

The CPUC's Division of Ratepayer Advocates (DRA) will review this application. The DRA is an independent arm of the CPUC, created by the Legislature to represent the interests of all utility customers throughout the state and obtain the lowest possible rate for service consistent with reliable and safe service levels. The DRA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. The DRA's views do not necessarily reflect those of the CPUC. Other parties of record will also participate.

The CPUC may hold evidentiary hearings where parties of record present their proposals in testimony and are subject to cross-examination before an Administrative Law Judge (ALJ). These hearings are open to the public, but only those who are parties of record may present evidence or cross-examine witnesses during evidentiary hearings. Members of the public may attend, but not participate in, these hearings.

After considering all proposals and evidence presented during the hearing process, the ALJ will issue a draft decision. When the CPUC acts on this application, it may adopt all or part of PG&E's request, amend or modify it, or deny the application. The CPUC's final decision may be different from PG&E's application.

If you would like to learn how you can participate in this proceeding or if you have comments or questions, you may contact the CPUC's Public Advisor as follows:

Public Advisor's Office
505 Van Ness Avenue, Room
2103
San Francisco CA 94102

Telephone: (415) 703-2074;
Toll-free: 1-800-849-8390
TTY: (415) 703-5282;
TTY Toll-free: 1-866-836-7825
E-mail to public.advisor@cpuc.ca.gov

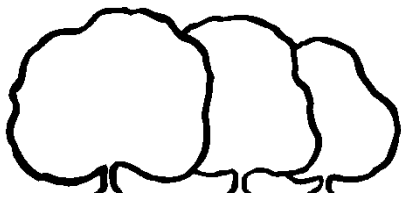
If you are writing a letter to the Public Advisor's Office, please include the number of the application to which you are referring (A.11-07-008). All comments will be circulated to the Commissioners, the assigned Administrative Law Judge and the Energy Division staff.

A copy of PG&E's LLNL/JOINT IOU Application and exhibits are also available for review at the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, Monday-Friday, 8 a.m.-noon, and on the CPUC's website at <http://www.cpuc.ca.gov/puc/>.

RECEIVED

AUG 03 2011

CITY CLERK'S OFFICE



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Woodland-Davis Clean Water Agency Board of Directors Meeting
Minutes for April 21, 2011, May 3, 2011 and June 7, 2011

Report in Brief

Attached are meeting minutes from the Woodland-Davis Clean Water Agency Board of Directors regularly scheduled meeting held April 21, 2011 and special meetings held May 3 and June 7, 2011. These minutes have been approved by the Agency Board of Directors.

Background

The Woodland-Davis Clean Water Agency hold regular quarterly meetings and schedule special meetings as necessary to timely address important matters affecting the Davis Woodland surface water supply project. After the Agency Board takes action to approve the minutes, they are then shared with the City Councils and governing boards of Partner and Participating Agencies and interested stakeholders. These minutes and all previous Board agendas and minutes are available for review or download from the Agency website at: www.wdcwa.com.

Recommendation for Action

No action required. For information only.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Gregor G. Meyer
Public Works Director

Mark G. Deven
City Manager

Attachments: Approved Woodland-Davis Clean Water Agency Board of Directors Meeting
Minutes from April 21, 2011, May 3, 2011 and June 7, 2011 meetings.



Board of Directors

Minutes of the April 21, 2011 Regular Board Meeting

The Board of Directors of the Woodland-Davis Clean Water Agency (WDCWA) met in regular session to begin at 3:00 p.m. in the Woodland City Council Chambers, 300 First Street, Woodland, California.

Call to Order and Roll Call

The meeting was called to order by Chair William Marble at 3:04 p.m. Vice-Chair Stephen Souza, Director Joe Krovoza and Director Martie Dote were present. Don Saylor, participating agency representative of the Yolo County Board of Supervisors, and Sid England, participating agency representative of U.C. Davis, were present.

Approval of Regular Meeting Agenda

Director Dote moved approval of the agenda and Director Krovoza seconded the motion and it carried 4 to 0.

Public Comment

There were no public comments.

1. Consent Items:

- a. Approval of February 1, 2011 special meeting minutes
- b. Approval of March 17, 2011 special meeting minutes

Vice-Chair Souza moved approval of the February 1 and March 17, 2011 minutes. Director Dote seconded the motion and it carried 4 to 0.

2. Davis-Woodland water Supply Project Update

Eric Mische, General Manager, said the Agency had accomplished many key actions over the last quarter. He highlighted the Agency receiving the water rights permit, implementation of the contracts with Conaway Preservation Group and RD 2035, approved agreement with RD 2035 and MWH on design for 30% of the joint intake, and continued work on funding with RD 2035 for the 100% design of the joint facilities. He said the Agency is still on schedule to achieve operation in 2016. Two key elements are permitting and project financing/funding. These critical path items relate to achieving a cooperative funding agreement between the Bureau of Reclamation and the California Department of Fish and Game for the funding of the intake facility and the cities establishing their funding base for the project.

Jim Yost, Project Manager/Engineer, announced that in response to the design-build-operate procurement Request for Proposals, the Agency received statements of qualifications from five qualified teams. A recommended short list will be brought back before the Board in June for

approval. The draft RFP will be issued in July and the final RFP in September. There will be interviews and negotiations and the Agency anticipates awarding the design-build-operate contract in November of 2012.

Eric Mische went over the list of benefits of the project for federal, state and local/regional entities and a collaboration list for cost savings between the two cities.

Chair Marble suggested adding the title “efficiencies in general” between the two cities on the collaboration list along with “cost savings.” Another suggestion would be to add the “Sacramento Metro Chamber Water Flood Committee” to the non-JPA list of activities for the cities to collaborate with.

Kim Floyd, Kim Floyd Communications, gave an update on recent public outreach to the communities. She announced the Agency has a Facebook page and a dedicated URL for outreach. The Agency will participate in the upcoming *Celebrate Davis* with a display. Two community meetings are being planned, June 8th in Woodland and June 9th in Davis. There will be a newsletter sent out to all ratepayers to advertise these upcoming events.

Chair Marble asked that the Agency look into a booth at the Yolo County Fair.

3. Treasurer’s Quarterly Financial Report

Paul Navazio, Agency Treasurer/Auditor, summarized the quarterly Treasurer’s Report for the fiscal year period January 1, 2011 through March 31, 2011. He mentioned that next year’s budget will have a more refined and expanded level of detail.

Chair Marble noted how public outreach was under budget and explained how the Board has given direction to have public outreach done since it is critical for the project.

4. Budget Update for Fiscal Year 2011-2012

Eric Mische highlighted the major categories in the budget for implementation of the project and added a 5% contingency for unexpected items that come up during the year. He explained how there will be substantial upfront costs in the first quarter of the fiscal year due to the activities that need to be accomplished.

Paul Navazio explained the city fund allocations and fund balances for the upcoming fiscal year. He noted that the funding for the current year and next years operations of the JPA are covered under the existing rate structures of each city. The 2011-2012 budget has less of an impact on the short term rate setting for both cities.

Director Saylor said that a cash-loaded schedule would be helpful to the Board so they could see what components of activities would be conducted each year that makes up the cash flow. Staff said that could be provided.

Director Souza concurred and said particularly in the years from 2013-2016 with all the large expenditures occurring; the breakdown would be helpful to explain to the public all the costs involved.

Director Saylor said it would be useful to see the detail as in Exhibit A where Agency Administration and Program Management are broken out, and apply that to Exhibit C, the 10-year cash flow budget summary so the public could see the line items involved in this capital project. The Board was in agreement with this suggestion.

Director Dote asked if the financing of the expenditures as shown on the exhibits could be notated somewhere to explain that the cities are not paying out that exact amount each year since this will be financed and paid over a much longer time frame.

Director England asked if a future cash flow schedule for Agency Administration during the operations phase of the project and beyond could be shown. Staff said that could be added on future schedules.

5. Project Financing Update

Paul Navazio described the efforts taken on the long range funding requirements for the project. Both cities are in good shape in the short term and are in the rate-setting process for future rate increases. The cities are working together as well as independently on a financing plan with a revenue bond funded finance plan backed by rates. Also, the Agency is looking at all funding/financing options possible to reduce costs and rates such as potential Proposition 84 funds, state revolving loan funds which have low interest rates, State Infrastructure or "I" Bank funds and possible support through Federal funding for the joint intake structure. Each city is looking at the best way to finance the project whether collaboratively and/or separately or through the JPA, whichever is most advantageous in securing funds. The finance teams of both cities are looking at a package approach.

6. Discussion of water supply needs and alternatives for supplemental water supply

Eric Mische stated this topic was spurred from developing the budget and the need to define what the Agency needs to plan for during the summer for supplemental water supplies. There are various options available and different costs and ramifications that the Board will need to make a decision on in the future.

Jim Yost explained that the two surface water supplies obtained have use conditions and regulatory processing that will take approximately two more years. He described the supplemental water supply analysis process for the two cities and UC Davis with a power point presentation. He noted that a supplemental water supply plan is required for approval of obtaining the water rights and that WDCWA diversions are subject to Term 91 curtailments in most years. There are various options of purchasing additional water from different sellers and/or the use of ASR (Aquifer Storage & Recovery) wells. The Agency water right permit would need to be amended if the Agency wants to implement ASR. Currently, water supply needs and alternatives are being analyzed and confirmation of a supply strategy is targeted for September 2011 with implementation of the options to begin next fiscal year of 2012.

7. Consider adopting resolution to authorize the General Manager to negotiate, approve, accept and record pipeline easements and raw water intake/diversion site deeds.

Richard Shanahan, Agency Counsel, stated the water supply project requires the Agency to acquire necessary lands and rights-of-way for a raw water intake/diversion site and water pipelines. The pipeline easement and intake site transactions will require the preparation, approval and recording of appropriate easements and deeds. Government Code section 27281 provides that deeds and easements to a local government agency cannot be recorded without a resolution or certificate of acceptance from the Agency. Section 27281 also empowers the Board of Directors to authorize the Agency General Manager to approve certificates of acceptance and consent to the recordation of easements, deeds and other grants conveying real property interests to the Agency.

Chair Marble moved to adopt a resolution to authorize the General Manager to negotiate, approve, accept and record pipeline easements and raw water intake/diversion site deed for the Agency water supply project. Director Dote seconded the motion. The motion passed unanimously 4 to 0.

8. Consider adopting resolution approving CEQA Addendum to project Final Environmental Impact Report and making related findings.

Richard Shanahan stated since the adoption and certification of the final EIR in 2007 for the Davis Woodland Water Supply project, there have been some changes in the regulatory setting for Delta water and aquatic resources and minor refinements to one element of the DWWSP, which involves the proposed assignment of water rights from the Conaway Preservation Group to WDCWA. Because of these changes, the CEQA Addendum to the 2007 EIR was prepared and concludes that these changes will not result in any new or more severe impacts than those discussed in the 2007 EIR and that none of the conditions require the preparation of a subsequent or supplemental EIR.

Chair Marble moved adoption of the proposed resolution approving the CEQA Addendum to the 2007 Davis Woodland Water Supply Project EIR and making the related findings. The motion carried 4 to 0.

9. Selection of Chair and Vice-Chair of the Board for fiscal year beginning July 1, 2011

Richard Shanahan explained that the Joint Powers Agreement provides that the chair position rotates on an annual basis and alternates between the City of Davis and the City of Woodland. The current chair is a City of Woodland representative and should now switch to a City of Davis representative and conversely the vice-chair position should change from the City of Davis to a City of Woodland representative.

Chair Marble moved that Vice-Chair Souza serve as the incoming Chair of the Agency. Director Dote seconded the motion. The motion carried unanimously 4 to 0.

Director Krovoza moved that Chair Marble serve as the incoming Vice-Chair of the Agency. Director Dote seconded the motion. The motion carried unanimously 4 to 0.

Richard Shanahan stated that these new appointments take affect on July 1st.

10. Technical Advisory Committee

Bob Clarke, Davis Public Works Interim Director, said in giving an update to the Davis City Council on local improvements in regards to the water supply system, local and regional professionals have given interesting ideas in the design and construction of these improvements/plans. He plans to collaborate with Greg Meyer, City of Woodland, on these ideas and see if there are savings that both cities can work together on. He also was asked to speak at the Sacramento Area Professional Group of Architects and Consulting Engineers in May and plans to give an update on the JPA and this project.

11. Board Member Comments

Director Saylor introduced Joe, an intern in his office and a senior at UC Davis, who has an assignment to work with the Fluoridation Committee of the Health Council. Joe will be contacting staff for information.

Vice-Chair Souza reported on his trip to Washington D.C. with General Manager Eric Mische and Chair Marble along with representatives from RD 2035. They met with multiple representatives to secure the construction funds from the Bureau of Reclamation for the new intake facility and also discuss the necessity to find budgetary help for the Agency's portion of the intake facility and treatment facility to offset some of the costs to ratepayers. *[AB 1234 Reporting]*

Chair Marble stated that this project is one of the top regional water project priorities as listed by the Metro Chamber Water Team. We need to continue and follow-up with Cap-to-Cap at the ongoing monthly Water Flood Committee meetings at the Metro Chamber. He hoped other members of the Board could help follow-up at some of these meeting.

He said on Monday of this week he met with a representative from Senator Feinstein's office and spoke about the project and what was needed. He said it was a fun and worthwhile trip to Washington D.C. and enjoyed being a part of a team along with RD 2035. *[AB 1234 Reporting]*

Eric Mische said that there was a follow-up meeting this week with CPG and RD 2035 and they are planning a follow-up trip in September to Washington D.C. and would like to bring more letters with more signatures of support for the project from all local and regional agencies. The letters were very effective and he plans on getting authorization from all mayors for signatures earlier this next time.

12. Adjournment

Chair Marble adjourned the meeting at 5:39 p.m.

Respectfully submitted,



Lynanne Mehlhaff, Board Secretary



**Board of Directors
Minutes of the May 3, 2011 Special Board Meeting**

The Board of Directors of the Woodland-Davis Clean Water Agency (WDCWA) met in a Special Meeting to begin at 2:00 p.m. in the Davis Community Chambers Conference room, 23 Russell Boulevard, Davis, California.

1. Call To Order and Roll Call

The meeting was called to order by Chair William Marble at 2:03 p.m. Vice-Chair Stephen Souza, Director Joe Krovoza and Director Martie Dote were present.

2. Public Comment

There were no public comments.

3. Closed session: For public employee/officer performance evaluation of General Manager

The Board adjourned to closed session and returned at 3:29 p.m.

4. Post-Closed Session Announcement

Chair Marble stated there was nothing to report at this time.

5. Adjournment

Chair Marble adjourned the meeting at 3:30 p.m.

Respectfully submitted,


Lynanne Mehlhaff
Board Secretary



Board of Directors

Minutes of the June 7, 2011 Special Board Meeting

The Board of Directors of the Woodland-Davis Clean Water Agency (WDCWA) met in a special session beginning at 2:00 p.m. in the Davis City Hall Council Chambers, 23 Russell Boulevard, Davis, California.

1. Call to Order and roll call

The meeting was called to order by Chair William Marble at 2:05 p.m. Vice-Chair Stephen Souza, Director Joe Krovoza and Director Martie Dote were present. Sid England, participating agency representative to the Board from U.C. Davis, was in attendance to participate as a non-voting participating agency representative. Don Saylor, participating agency representative of the Yolo County Board of Supervisors, arrived at 2:56 p.m.

2. Approval of Special Meeting Agenda

Vice-Chair Souza moved approval of the Special Meeting Agenda. Director Dote seconded the motion. The motion carried 4 to 0.

3. Public Comment

There were no public comments.

4. Consent Items

- a. Approval of Regular Meeting Minutes of April 21, 2011
- b. Approval of Special Meeting Minutes of May 3, 2011

Director Dote moved approval of the consent items. Director Krovoza seconded the motion. The motion passed 4 to 0.

5. Budget for Fiscal Year 2011-2012

Eric Mische, General Manager, gave a summary of the proposed budget for fiscal year 2011-2012 and referenced a handout to the Board on additional activities with corresponding costs that were added to the budget.

Jim Yost, Program Manager, explained what new tasks were added on Exhibit A of the staff report.

Vice-Chair Souza asked what the objective was for the fluoridation analysis. Jim Yost explained that the analysis would define the engineering and costs involved if each city decided to fluoridate the water from the water treatment plant.

Director Krovoza stated his view that the decision to fluoridate the water will not be made by this Board but will be made by each city separately. This additional item to the budget is so the Agency can do the

engineering/analysis to be able to respond to the cities if they request what the costs are to fluoridate the water.

Greg Meyer, Public Works Director, stated that fluoridation has always been in the design concept after the "Y" in the water treatment plant but all that is being asked for now is to get what the actual costs are and what that would entail.

Director Dote said it would be good to put this information on the website to clarify that the Agency is just doing the preliminary engineering and analysis of costs involved and that the Agency is not making a decision on fluoridation.

Paul Navazio, Agency Treasurer/Auditor, highlighted that both cities have been making quarterly payments to the Agency and are aware of the 35% payments needed for the first quarter of the next fiscal year along with maintaining a reserve.

Public comment: Barbara King, resident of Davis, was bothered by the Subtask 4.6.7 in the West Yost Task Order #5 regarding the analysis of Fluoride. She stated that recently the CDC posted information about the risks of using fluoridated water to mix infant formula. She requested that given the changing mix of possibly fluoridated river water and non-fluoridated well water, it will be necessary to communicate to the citizens the following tasks: 1) the costs and methods of disseminating information about not using fluoridated water to mix baby formula; 2) the costs and methods of providing non-fluoridated bottled water to infants' parents who cannot afford it; 3) the costs and methods of notifying people when the switch between fluoridated river water and nonfluoridated well water or a mix of the two; and 4) the costs and methods of notifying any people who will not get any surface water and that their water is not fluoridated. She also urged the Board to not use any of Davis' \$13,000 part of the fluoridation analysis to pay for an analysis of the "benefits and constraints of water fluoridation."

There were no other public comments.

Director Dote moved approval of the proposed budget. Vice-Chair Souza seconded the motion. Director Krovoza asked staff if there was any sentence or language that hints at anything other than engineering/costs for the fluoride analysis. Eric Mische said the scope of work was strictly for the engineering/costs of the fluoride analysis.

Director England read off the language from Subtask 4.6.7 of the West Yost Associates contract for the fluoride analysis which included the word "benefits" and asked for clarification. Mische stated the word was meant as life cycle and operation costs for each city distribution system and not related to health. Director Krovoza requested that staff could clarify that language in the contract. Directors voted on approval of the budget and the motion carried 4 to 0.

6. Review Responses to Water Supply Project Design-Build-Operate Procurement Request for Qualifications and Consider Selecting Firms to Receive Request for Proposals and Authorizing Staff to Finalize Request for Proposals.

Jerry Gilbert, consultant and member of the Facilities Procurement Committee for the Design-Build-Operate Procurement process, presented a power point that gave an overview of the DBO procurement process. He explained the relative differences in the five teams that had submitted statements of qualifications (RFQ's). Consistent with the RFQ, three firms have been identified as the most highly qualified to receive the project RFP. The three firms that are recommended to receive and be invited to respond to the Agency Request for Proposal for the design, construction and operation of the Agency water supply project are CDM Constructors, CH2M-Hill and Veolia Water.

Public comment: Maurice Read, representing the local building trades councils for Sacramento and Yolo County, said they have over 20,000 trained construction workers and over 30% of them are unemployed. They think this is a fantastic project and urge you to take a close look at local hire and find the most qualified local people to hire.

Ray Groom, City of Woodland representing the Yolo County Health Council, commended the design-build-operate process and said this was a great time to build a project because the bids will be so much lower. As a user of Woodland water, he would like to get better water and not have to use a water softener and quit putting salts down the drain. This project will solve that problem. He said the fluoride issue has not been decided but would like to know when the City Councils will take that subject up.

Director Don Saylor arrived for the meeting at 2:56 p.m.

Mikos Fabersunne, Mary Wind, and Mike Pach, Davis residents, wanted to ensure that companies with whom the City of Davis and the Agency do business with, have corporate codes of ethics that serve as a guide for socially responsible behavior as corporate citizens and follow such codes in their conduct of business. They read and submitted a statement that was critical of Veolia Environnement, which is the parent company of proposer Veolia Water North America.

Jim Burchill, Davis businessman, asked if there would be meetings on the draft of the RFP.

Dan Kokotis, co-owner of the Swift-Chrysler-Jeep-Dodge-Kia in Davis, said there are four qualified contractors here on the list and he recommended that the Board consider all qualified contractors for the RFP list to make it a more competitive process.

Director Dote asked if Eric Mische could get an answer to the question of whether Veolia Water actually owns the transportation system or if they are just operating the system for the government in Israel, as mentioned earlier in public comment.

Eric Mische answered questions from the Board regarding the RFP process and how staff plans to provide a briefing and request Board concurrence at the June 30, 2011 meeting. He also explained the reasons for selection of three qualified teams instead of four. The intent of short-listing three teams was because it is quite expensive for firms to do the extensive research on submitting a proposal as well the expense involved for the Agency in reviewing the proposals from each team. The incidental cost for the Agency reviewing a submittal would be approximately \$300,000 per team.

Vice-Chair Souza asked about RFP language regarding consideration of business ethics. Richard Shanahan, Agency Counsel, said he would check with attorney Eric Peterson who is part of the Facilities Procurement Committee for the RFP process.

Director Dote stated she supported putting in language in the RFP on considerations of business ethics. She also would like to see this project benefit the local labor pool and that language be included in the RFP regarding employment of local labor.

Director Dote moved staff recommendation to (1) select the following DBO teams to receive and be invited to respond to the Agency Request for Proposals for the design, construction and operation of the Agency water supply project – CDM Constructors, CH2M-Hill and Veolia Water (as such teams are described in the Facilities Procurement memo in the staff report); (2) authorize the General Manager to proceed with work on and finalize the Request for Proposals; and (3) direct the General Manager to provide the Board of Directors with an opportunity to review and comment on the draft Request for Proposals prior to completing it and distributing it to the three selected teams and include the changes as mentioned today to the RFP. Vice-Chair Souza seconded the motion.

Director Krovoza asked once the RFP is released and if one of the three short-listed bidders drops out, could the fourth ranked firm be allowed to step in. Staff responded that they could invite the fourth ranked team, Balfour Beatty, to submit an RFP if they wish after a team drops out. The motion passed 4 to 0 unanimously.

7. Update on Joint Intake Agreement with RD 2035

Eric Mische and Richard Shanahan gave an update and explanation of a letter received from the U.S. Bureau of Reclamation regarding the status of grant funds for the design and permitting of the Joint Intake with RD 2035.

8. Amendment No. 1 to the Kim Floyd Communications agreement for public outreach in FY2011-2012

Eric Mische said staff would like to continue the Kim Floyd Communications, Inc. work and public outreach services in the new fiscal year which extends the term of the Agreement to June 30, 2012, revises the scope of work and provides for a \$140,000 not-to-exceed contract amount for the year.

Director Krovoza moved approval of Amendment No. 1 for professional services with Kim Floyd Communications, Inc. to extend the contract term and revise the scope of work and not-to-exceed amount. Director Dote seconded the motion.

The motion carried 4 to 0.

9. Task Order #5 under West Yost Associates Agreement for FY2011-2012 project engineering and management work and services.

Eric Mische explained that Task Order #5 is for continued program management and engineering services for the fiscal year from July 1, 2011 through June 30, 2012, provides a scope of work for the new fiscal year, and provides for a \$5,449,000 not-to-exceed contract amount for the year.

Vice-Chair Souza pointed out in the contract, Subtask 4.6.7 "Analysis of Fluoride Addition," that the first two bullet points didn't appear to deal with the actual engineering and suggested that these first two bullet points be deleted.

Staff responded that the word "benefits" could be misinterpreted and could be removed.

Director Krovoza agreed and said if the cities wanted to do some joint work on this aspect for more research on engineering costs on this subject then that could be decided in the future.

Chair Marble suggested that in terms of investigating what other cities have done, we may be able to get that information for free from other groups such as the members of the California Dental Association. Also, we need to have the language here clearly stated that whatever study we have West Yost Associates conduct, it has to be strictly related to engineering costs for the cities and done in a cost effective way. He assumed West Yost will investigate the engineering component of having well water mixed in with surface water. Medical and other benefits will be discussed in another venue at respective City Council meetings.

Director Saylor agreed with the Board comments that the first bullet wasn't needed and the second bullet could be reworded to say "Documentation of the alternatives of technical delivery systems." Chair Marble agreed with the language.

Public Comment: Barbara King asked for clarification on what the Board was talking about since she had stepped out of the room.

Director Dote moved approval of Task Order No. 5 to the Agreement for professional services with West Yost Associates to extend the term and revise the scope of work and not-to-exceed amount. Vice-Chair Souza seconded the motion. The motion carried unanimously 4 to 0.

10. Board Member comments

Chair Marble reminded the public of the Community Meetings in Woodland tomorrow night and Thursday night in Davis at 6:30 p.m. for important information regarding the project.

He also thanked all the firms that submitted a statement of qualifications on the DBO Request for Qualifications and expressed the Board's appreciation to the two firms that were not selected and thanked them for their participation.

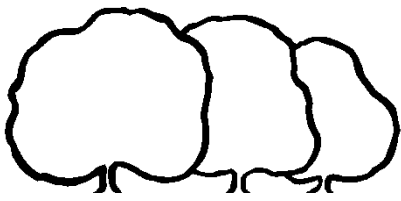
11. Adjournment

Chair Marble adjourned the meeting at 3:52 p.m.

Respectfully submitted,



Lynanne Mehlhaff
Board Secretary



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Library Board of Trustees minutes for June 9, 2011 and June 30, 2011

Report in Brief

Staff recommends that the City Council receive the Library Board meeting minutes for June 9 and June 30, 2011 regular meetings.

Recommendation for Action

No action required.

Prepared by: Heather Muller
Library Services Director

Mark G. Deven
City Manager

Attachments

**WOODLAND PUBLIC LIBRARY
BOARD OF TRUSTEES
Minutes, June 30, 2011**

Present: Alain Traig, Jorel Difuntorum, Tom Pavao, Kay Hodges

Staff: Heather Muller

The Library Board of Trustees meeting was called to order at 4:05 p.m.

- I. Welcome Visitors
Alain welcomed Bobby Harris.
- II. Public Comment: None
- III. Review of Agenda
The agenda was accepted as submitted.
- IV. Approval of Minutes
Upon motion made by Jorel and seconded by Tom, the minutes of the June 9, 2011 meeting were approved.
- V. Communications
Diana Dearmore, President of the Friends of the Library, has requested that the library be a drop-off point for the "Backpack for Kids" program. Her request was approved.

Heather received an e-mail from Human Resources authorizing her to proceed with the job offer for the Children's Librarian position.

The recent children's program, "Animals of the Rainforest" was very successful, attracting 254 participants. The Crocker Art Museum will be presenting a program on California Impressionists on July 6, 2011.

- VI. Old Business
 - A. Literacy Coordinator position update
Heather prepared a summary regarding this position that will go to the City Council hopefully in July. Heather will keep the Board posted on if and when this item is on the Council's agenda.
 - B. Budget update: None at this time.

VII. New Business

A. Library Services Director evaluation

Kay reviewed with the Board a revised performance appraisal form and the process and timelines were discussed. As the initial step, Heather will provide her self-evaluation to the Board by the end of July.

B. ALA Annual update

Heather reported on her recent attendance at the ALA annual meeting in New Orleans. There were over 20,000 attendees and there was a significant focus on libraries being in a time of transition and the many challenges and opportunities facing libraries as a result of technology.

C. Funding Discussion: No new developments to report.

VIII. Reports

A. Director

The new NorthNet/Mountain Valley delivery system will begin on July 5, 2011. The delivery schedule for the Woodland Public Library is now Monday through Thursday.

B. Board

1) Council meeting attendance

Heather and Alain attended the June 28, 2011 City Council meeting.

2) Individual Board reports: None

The meeting was adjourned at 5:10 pm

The next meeting will be July 21, 2011

Minutes prepared by Kay Hodges

**WOODLAND PUBLIC LIBRARY
BOARD OF TRUSTEES
Minutes, June 9, 2011**

Present: Alain Traig, Bud Goding, Jorel Difuntorum, Kay Hodges

Staff: Heather Muller, Sue Bigelow

The Library Board of Trustees meeting was called to order at 4:00 p.m.

I. Welcome Visitors

Alain welcomed Diane Adams, Bobby Harris, Jaye Shupin and Councilmember Tom Stallard.

II. Public Comment:

Jaye Shupin, Toy Coordinator for the Woodland Toy Library, reviewed the Toy Library's partnership proposal to the Woodland Public Library (WPL). The Library staff is working with Jaye to help the Toy Library in any way they can; however, providing space for the Toy Library on WPL premises is not possible at this time.

Councilmember Tom Stallard outlined for the Board his library-related experience and emphasized his commitment to maintaining the WPL. He discussed the budget challenges facing the City of Woodland and possible measures being considered to address them. He solicited feedback from the Board on their expectations from him and the City Council. The Board shared with him that their primary concern is how to obtain a stable funding source for the library. The Board expressed their appreciation to Councilmember Stallard for his support and for his taking the time to meet with them.

III. Review of Agenda

The agenda was accepted as submitted.

IV. Approval of Minutes

Upon motion made by Jorel and seconded by Bud, the minutes of the May 12, 2011 meeting were approved.

V. Communications: See Directors' Report below.

VI. Old Business

A. Literacy Coordinator Position Update (Meeting with City staff on 6/13)

Heather will be meeting with City Manager Mark Deven, Kim McKinney from Finance, and Amy Buck, from Human Resources

to review and hopefully finalize a provision for this position that provides for a “sliding FTE based on funding.

B. Budget Update

Heather reported that the Governor’s “May Revision” of the State budget restores \$15.2 million in library funding; unfortunately, even with this restoration, library funding by the State is only half of last year’s amount.

The City’s budget proposal, which is available on-line, does include restoring the Children’s Librarian position. The final budget will be presented to the City Council on June 21st.

Heather reported that it is necessary to replace the license for one of the checkout machines, which will cost approximately \$3,000. The machine itself is fairly outdated so the Board encouraged Heather to replace the actual machine at the same time.

VII. New Business

A. NorthNet/Mountain Valley Update

The Mountain Valley Library System is changing their delivery service provider from Sprint to BeavEx, effective July 1, 2011, based upon significant cost savings. Heather is requesting a change in the delivery schedule for WPL.

There is serious concern that NorthNet may have to close down if the final level of State funding is insufficient to support its operation. The implications of this situation are currently under discussion.

VIII. Reports

A. Director

Literacy Coordinator Sue Bigelow presented a very positive report including the following:

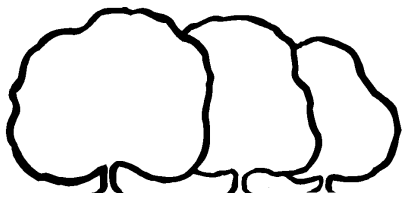
- WPL’s Literacy Service’s Strength Through Education Program (STEP) in conjunction with the Yolo Wayfarer Center proudly announced that the residents of the program took first place in the group category at the Davis Arts Center’s annual NAMI Sunflower contest.
- The recent Employment Literacy Workshops conducted by WPL’s Literacy Service were very successful. As a result of a \$2000 grant from Woodland Sunrise Rotary, the Library has purchase 3 full-sized laptop computers and softwear and

is setting up a computer lab specifically oriented to the job seeker.

- There are 103 literacy programs in the state and Sue was one of 16 program coordinators recently selected to participate in a budget advisory committee.

Heather reported that BookFLIX, an online literacy resource that pairs classic video storybooks with related non-fiction e-books, is up and running. In addition, three new databases provided by EBSCOhost are now available; these include MasterFILE Premier, Points of View Reference Center, and Legal Information Reference Center.

The meeting was adjourned at 5:25 pm
The next meeting will be June 30, 2011
Minutes prepared by Kay Hodges



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Proclamation of Support Prostate Cancer Awareness Month

Report in Brief

Once again, Council has been asked to proclaim their support for September 2011 as the American Cancer Society "Prostate Cancer Awareness Month".

Staff recommends that the City Council issue a Proclamation of support for "Prostate Cancer Awareness Month", September 2011 as requested by the American Cancer Society.

Background

The City Council has shown support for national campaigns that raise awareness of cancer. The risk associated with Prostate Cancer have generated a request from the American Cancer Society for city councils and other governing board to take actions that will raise awareness for this disease. This action includes proclaiming the month of September, 2011 as Prostate Cancer Awareness Month.

Recommendation for Action

Staff recommends that the City Council issue a Proclamation of support for "Prostate Cancer Awareness Month", September 2011 as requested by the American Cancer Society.

Prepared by: Ana Gonzalez
City Clerk

Mark G. Deven
City Manager

Attachments: Proclamation
Supporting Materials and Resources

City of Woodland

Proclamation Prostate Cancer Awareness Month – September 2011

WHEREAS, prostate cancer is the most commonly frequently diagnosed cancer in men and the second most cause of cancer death in men, exceeded only by lung cancer deaths; and,

WHEREAS, the American Cancer Society estimates 1 in 6 men will develop prostate cancer in their lifetime and there will be 240,890 new cases of the disease in the United States in 2011, resulting in 33,720 deaths; and,

WHEREAS, in California, prostate cancer is the most common cancer among men in almost all race and ethnic groups and African-American men are over 33% more likely to develop this disease than non-Hispanic white men and over 46% more likely than Hispanic men; and,

WHEREAS, 25,030 men in California will be diagnosed with prostate cancer this year and 4,330 California men will die from this disease; and,

WHEREAS, the survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to other parts of the body; and,

WHEREAS, early prostate cancer usually has no symptoms and familial predisposition may be responsible for 5% to 10% of the disease cases; and,

WHEREAS, recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor and obesity appears to increase risk of aggressive prostate cancer; and

WHEREAS, obesity and smoking are associated with an increased risk of dying from prostate cancer; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to have a discussion with their health care provider in order to make an informed decision about early detection and testing for prostate cancer; and,

WHEREAS, the City Council of the City of Woodland joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland hereby proclaims September 2011 as Prostate Cancer Awareness Month.

Dated this 6th day of September 2011.

Artemio Pimentel, Mayor

Marlin H. Davies, Vice-Mayor

Martie L. Dote, Council Member

William L. Marble, Council Member

Tom Stallard, Council Member

Proposed Proclamation
for
Prostate Cancer Awareness Month
September 2011



Proposed Proclamation

Prostate Cancer Awareness Month – September 2011

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7.	Reference: ACS Cancer Facts & Figures 2011, page 17
8.	Reference: ACS Cancer Facts & Figures 2010, page 19
9.	Reference: ACS Cancer Facts & Figures 2010, page 20
10.	Reference: California Cancer Facts & Figures 2011, page 16
11.	White House Prostate Cancer Awareness Proclamation
12.	U.S. Senate Prostate Cancer Awareness Resolution
13.	California Governor's Prostate Cancer Awareness Proclamation
14.	California Senate & Assembly Prostate Cancer Awareness Resolution

The American Cancer Society document Cancer Facts & Figures 2011 can be found on the ACS website: www.cancer.org. In the Search box, type Cancer Facts & Figures 2011. The entire 58-page document is available in a PDF format.

The California Cancer Facts & Figures 2011 document can be found on the ACS website. In the Search box, type California Cancer Facts & Figures 2011. The entire 37-page document is available in a PDF format.

Prepared by

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California Prostate Cancer Coalition
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Rocklin, CA 95677
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www.prostatecalif.org

Proposed Proclamation

Prostate Cancer Awareness Month – September 2011

Discussion

The purpose of this report is to assist issuing a Proclamation designating September 2011 as Prostate Cancer Awareness Month. In this report, the word "Resolution" may be substituted for the word "Proclamation" as required by the issuing government body. The proposed Proclamation on page 3 is in keeping with the national historical practice of recognizing the month of September as Prostate Cancer Awareness Month.

Each year, the President of the United States, The United States Senate, and the Governors of many States issue Proclamations declaring September as Prostate Cancer Awareness Month. Many counties and cities across the country also recognize Prostate Cancer Awareness Month in September by issuing their own Proclamations.

Today there are more than 2.3 million men alive in the USA with a history of prostate cancer. Prostate cancer is the most diagnosed cancer in men today, second only to skin cancer. After lung cancer, prostate cancer is also the number one cause of cancer death in men. The American Cancer Society estimates that 1 in 6 men will develop prostate cancer in their lifetime. Men have a 27% higher rate of developing prostate cancer than women have of developing breast cancer. In the average American family, the husband is more at risk of developing prostate cancer than the wife is of developing breast cancer. In the USA, men also have a higher death rate from prostate cancer than women have from breast cancer. Every 15 minutes, 24/7, an American man dies from prostate cancer. The early stages of prostate cancer usually show no symptoms and there are no self-tests. Early detection is the key to prostate cancer survival. The 5-year survival rate for prostate cancer is 100% if the disease is treated early. The 5-year survival rate drops to 30% if the cancer has metastasized.

In California, prostate cancer is the most common form of cancer among men in almost all race/ethnic groups. More men are diagnosed with prostate cancer in California than any other state. California also has the highest number of deaths from this disease. It is estimated that this year in the state, 25,030 men will be diagnosed and 4,330 men will die from this disease.

The proposed Proclamation on the next page was prepared using the references listed in this report. All of the references in this report are from 2011 American Cancer Society sources. There is a page number in parenthesis after each WHEREAS. This page number refers to the location in this report for the source of the WHEREAS. Information on each reference page has been underlined to assist the reader identify the source for each WHEREAS.

Copies of last year's Prostate Cancer Awareness Proclamations from the White House, US Senate, California Governor, and California Senate, are provided at the end of this report for the reader to review the format and phrasing used in other Proclamations.

Proposed Proclamation

Prostate Cancer Awareness Month – September 2011

This is a Proclamation to designate September 2011 as Prostate Cancer Awareness Month.

1 WHEREAS, prostate cancer is the most frequently diagnosed cancer in men, and the second most cause of cancer death in men, exceeded only by lung cancer deaths; and (page 8)

2 WHEREAS, the American Cancer Society estimates 1 in 6 men will develop prostate cancer in their lifetime and it is estimated there will be 240,890 new cases of the disease in the USA in 2011, resulting in an estimated 33,720 deaths; and (pages 6, 8)

3 WHEREAS, in California, prostate cancer is the most common cancer among men in almost all race and ethnic groups and African-American men are over 33% more likely to develop this disease than non-Hispanic white men and over 46% more likely than Hispanic men; and (page 10)

4 WHEREAS, it is estimated 25,030 men in California will be diagnosed with prostate cancer this year and it is estimated 4,330 California men will die from this disease; and (pages 4, 5)

5 WHEREAS, the survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and (page 7)

6 WHEREAS, early prostate cancer usually has no symptoms and familial predisposition may be responsible for 5% to 10% of the disease cases; and (page 8)

7 WHEREAS, recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor, and obesity appears to increase risk of aggressive prostate cancer; and (page 8)

8 WHEREAS, obesity and smoking are associated with an increased risk of dying from prostate cancer; and (page 9)

9 WHEREAS, the American Cancer Society recommends that men should have an opportunity to have a discussion with their health care provider in order to make an informed decision about early detection and testing for prostate cancer; and (page 9)

10 WHEREAS, the (name of issuing governing body) joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer, and now, therefore be it

11 RESOLVED, that the (name of issuing government body) designate September 2011 as Prostate Cancer Awareness Month.

Estimated New Cancer Cases for Select Sites by State, US, 2011*

State	All Sites	Female Breast	Uterine Cervix	Colon & Rectum	Uterine Corpus	Leukemia	Lung & Bronchus	Melanoma of the Skin	Non-Hodgkin Lymphoma	Prostate	Urinary Bladder
Alabama	25,530	3,700	210	2,310	550	590	4,240	1,260	960	3,680	930
Alaska	3,090	460	†	260	80	80	380	90	130	490	130
Arizona	31,550	4,240	220	2,620	800	780	3,820	1,330	1,220	4,660	1,530
Arkansas	16,070	2,100	130	1,550	370	420	2,660	500	650	2,400	650
California	163,480	25,510	1,520	13,880	4,730	4,760	17,660	8,250	7,070	25,030	6,810
Colorado	22,390	3,390	160	1,780	600	710	2,250	1,130	970	3,920	960
Connecticut	21,440	3,280	110	1,680	700	520	2,680	1,060	880	3,300	1,050
Delaware	5,130	810	†	430	150	120	780	240	200	840	230
Dist. of Columbia	2,830	500	†	240	80	70	360	70	100	580	90
Florida	113,400	15,330	900	10,180	2,960	3,440	17,150	5,260	4,720	16,780	5,490
Georgia	44,580	7,030	410	3,940	1,120	1,130	6,410	2,120	1,670	7,360	1,460
Hawaii	6,710	1,040	50	670	230	170	780	340	230	850	230
Idaho	7,520	1,030	50	620	210	240	870	340	310	1,320	350
Illinois	65,610	9,510	570	6,240	2,050	1,870	9,210	2,340	2,640	9,340	2,910
Indiana	34,050	4,760	260	3,290	1,010	970	5,520	1,410	1,390	4,580	1,440
Iowa	17,500	2,120	100	1,670	560	580	2,480	890	770	2,590	810
Kansas	14,070	1,890	90	1,300	440	430	1,990	710	620	1,870	580
Kentucky	25,010	3,470	210	2,420	690	650	4,860	1,510	1,040	3,220	1,020
Louisiana	22,780	2,940	220	2,220	470	620	3,630	630	930	3,640	870
Maine	8,820	1,280	50	770	300	260	1,400	400	370	1,240	500
Maryland	28,890	4,850	230	2,470	900	700	3,960	1,330	1,130	5,060	1,150
Massachusetts	37,470	5,640	200	3,000	1,210	970	4,970	1,740	1,550	5,470	1,870
Michigan	57,010	7,890	360	4,800	1,810	1,630	8,140	2,470	2,330	8,940	2,680
Minnesota	27,600	3,380	130	2,110	820	820	3,340	880	1,140	4,370	1,100
Mississippi	14,990	2,170	150	1,520	320	370	2,430	500	550	2,150	520
Missouri	32,740	4,100	230	3,150	960	880	5,470	1,310	1,300	4,230	1,370
Montana	5,690	760	†	480	150	170	750	190	240	1,020	280
Nebraska	9,430	1,240	50	930	310	290	1,270	430	430	1,290	410
Nevada	12,800	1,420	110	1,080	290	290	1,510	410	440	1,850	540
New Hampshire	8,210	1,190	†	650	260	210	1,110	410	330	1,200	410
New Jersey	49,080	7,360	430	4,290	1,630	1,360	6,210	2,430	2,140	7,840	2,390
New Mexico	9,630	1,310	80	820	240	320	980	400	370	1,420	360
New York	107,260	15,710	960	9,480	3,670	3,070	14,200	3,750	4,650	15,950	5,150
North Carolina	48,870	7,390	380	4,200	1,280	1,230	7,300	2,300	1,930	7,580	1,900
North Dakota	3,560	430	†	340	100	100	420	130	150	600	170
Ohio	65,060	8,970	480	5,850	2,080	1,690	10,060	2,620	2,660	9,190	2,890
Oklahoma	18,980	2,680	170	1,800	480	590	3,270	690	850	2,730	760
Oregon	21,180	3,360	130	1,730	630	560	2,860	1,230	940	3,250	1,020
Pennsylvania	78,030	10,570	540	7,360	2,620	2,090	10,900	3,240	3,340	11,500	3,920
Rhode Island	6,090	930	†	510	200	160	880	270	250	880	320
South Carolina	25,510	3,710	200	2,100	650	640	3,900	1,200	960	4,230	950
South Dakota	4,430	590	†	460	130	140	580	180	190	670	220
Tennessee	34,750	5,020	280	3,170	850	930	5,870	1,810	1,410	4,850	1,350
Texas	105,000	15,070	1,230	9,560	2,670	3,280	13,880	3,970	4,520	15,630	3,670
Utah	10,530	1,380	70	760	300	320	630	600	440	1,890	400
Vermont	3,950	590	†	320	130	100	530	210	160	610	190
Virginia	38,720	6,480	300	3,420	1,150	940	5,670	1,920	1,520	6,420	1,500
Washington	35,360	5,630	230	2,720	1,060	1,060	4,540	2,000	1,610	5,470	1,640
West Virginia	11,080	1,510	80	1,140	360	300	2,080	480	480	1,510	510
Wisconsin	30,530	4,430	190	2,690	1,060	960	4,020	1,160	1,390	4,900	1,450
Wyoming	2,680	360	†	230	70	70	310	110	120	490	130
United States	1,596,670	230,480	12,710	141,210	46,470	44,600	221,130	70,230	66,360	240,890	69,250

*Rounded to nearest 10. Excludes basal and squamous cell skin cancers and in situ carcinomas except urinary bladder. † Estimate is fewer than 50 cases.

Note: These estimates are offered as a rough guide and should be interpreted with caution. State estimates may not sum to US total due to rounding and exclusion of state estimates fewer than 50 cases.

©2011, American Cancer Society, Inc., Surveillance Research

Estimated Cancer Deaths for Select Sites by State, US, 2011*

State	All Sites	Brain/ Nervous System	Female Breast	Colon & Rectum	Leukemia	Liver	Lung & Bronchus	Non- Hodgkin Lymphoma	Ovary	Pancreas	Prostate
Alabama	10,210	210	700	930	350	320	3,210	310	290	600	710
Alaska	910	†	70	80	†	†	250	†	†	60	†
Arizona	10,820	290	760	1,020	420	400	2,660	340	330	690	640
Arkansas	6,460	140	440	580	240	210	2,030	190	150	440	330
California	56,030	1,480	3,980	4,780	2,200	2,700	12,450	2,050	1,630	4,010	4,330
Colorado	6,980	210	500	650	300	240	1,690	290	240	480	430
Connecticut	6,800	150	480	500	260	220	1,750	220	190	550	460
Delaware	1,930	†	120	160	60	60	590	50	50	120	110
Dist. of Columbia	920	†	80	90	†	†	210	†	†	70	80
Florida	40,980	790	2,690	3,370	1,570	1,410	11,460	1,310	1,020	2,610	2,160
Georgia	15,860	330	1,120	1,420	560	450	4,670	500	440	980	1,080
Hawaii	2,370	†	140	220	80	120	580	90	60	180	140
Idaho	2,570	90	160	210	120	70	630	90	70	200	210
Illinois	23,140	470	1,830	2,190	900	710	6,420	680	640	1,610	1,310
Indiana	12,960	340	870	1,090	520	350	4,020	420	350	810	690
Iowa	6,390	160	380	600	300	170	1,770	290	190	390	410
Kansas	5,370	140	370	480	300	150	1,600	190	150	340	290
Kentucky	9,750	190	590	850	320	250	3,420	300	220	550	410
Louisiana	8,360	210	610	900	300	360	2,480	270	220	540	480
Maine	3,180	80	170	260	110	90	960	80	80	200	170
Maryland	10,240	210	800	920	390	380	2,720	300	270	710	770
Massachusetts	12,910	270	760	980	470	460	3,490	360	370	940	640
Michigan	20,770	510	1,320	1,670	820	610	5,830	660	560	1,360	1,150
Minnesota	9,240	230	610	750	390	290	2,470	310	250	610	460
Mississippi	6,060	150	400	620	220	200	2,010	190	150	360	360
Missouri	12,700	280	870	1,060	510	390	3,970	450	300	830	540
Montana	2,000	60	110	170	90	50	570	80	60	120	140
Nebraska	3,510	90	200	350	140	90	900	140	90	200	280
Nevada	4,740	120	330	540	100	190	1,290	150	120	320	310
New Hampshire	2,690	70	190	200	100	80	770	60	60	200	160
New Jersey	16,370	330	1,260	1,510	610	470	4,160	630	470	1,140	1,100
New Mexico	3,460	80	240	340	120	160	800	120	90	230	270
New York	34,350	810	2,450	2,890	1,350	1,310	8,580	1,470	1,000	2,470	1,770
North Carolina	19,760	340	1,390	1,480	660	520	5,770	550	460	1,200	990
North Dakota	1,280	†	80	110	50	†	310	†	†	100	80
Ohio	24,900	540	1,730	2,170	910	700	7,210	830	600	1,550	1,260
Oklahoma	7,780	170	530	690	290	230	2,390	280	180	400	350
Oregon	7,550	210	490	700	280	240	2,110	320	240	540	470
Pennsylvania	28,560	540	1,970	2,440	1,080	870	7,960	1,090	800	2,070	1,920
Rhode Island	2,150	50	120	140	90	80	590	50	60	140	80
South Carolina	9,310	200	660	740	330	280	2,910	300	260	570	550
South Dakota	1,680	†	100	150	70	50	450	80	50	110	120
Tennessee	13,790	340	890	1,170	490	390	4,570	470	330	770	750
Texas	36,770	830	2,620	3,230	1,410	1,730	9,560	1,060	950	2,260	2,060
Utah	2,880	100	260	250	140	80	490	100	90	200	230
Vermont	1,290	†	100	110	60	†	360	†	†	80	60
Virginia	14,340	300	1,140	1,270	500	430	4,100	440	410	950	780
Washington	11,740	380	800	960	490	460	3,090	430	370	790	760
West Virginia	4,680	100	270	420	140	120	1,480	190	120	220	120
Wisconsin	11,440	260	690	860	480	340	2,940	390	330	730	600
Wyoming	1,020	†	60	110	†	†	260	50	†	70	60
United States	571,950	13,110	39,520	49,380	21,780	19,590	156,940	19,320	15,460	37,660	33,720

* Rounded to nearest 10. † Estimate is fewer than 50 deaths.

Note: State estimates may not add to US total due to rounding and exclusion of state estimates fewer than 50 deaths.

Source: US Mortality Data, 1969 to 2007, National Center for Health Statistics, Centers for Disease Control and Prevention.

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Probability (%) of Developing Invasive Cancers over Selected Age Intervals by Sex, US, 2005-2007*

		Birth to 39	40 to 59	60 to 69	70 and Older	Birth to Death
All sites†	Male	1.44 (1 in 69)	8.50 (1 in 12)	15.71 (1 in 6)	37.95 (1 in 3)	44.29 (1 in 2)
	Female	2.12 (1 in 47)	9.01 (1 in 11)	10.22 (1 in 10)	26.49 (1 in 4)	37.76 (1 in 3)
Urinary bladder‡	Male	0.02 (1 in 4,693)	0.38 (1 in 262)	0.93 (1 in 107)	3.67 (1 in 27)	3.80 (1 in 26)
	Female	0.01 (1 in 12,116)	0.12 (1 in 836)	0.26 (1 in 390)	0.98 (1 in 102)	1.16 (1 in 87)
Breast	Female	0.48 (1 in 207)	3.75 (1 in 27)	3.45 (1 in 29)	6.53 (1 in 15)	12.15 (1 in 8)
Colon & rectum	Male	0.08 (1 in 1,270)	0.91 (1 in 110)	1.46 (1 in 69)	4.38 (1 in 23)	5.30 (1 in 19)
	Female	0.08 (1 in 1,272)	0.72 (1 in 138)	1.05 (1 in 95)	4.00 (1 in 25)	4.97 (1 in 20)
Leukemia	Male	0.17 (1 in 598)	0.22 (1 in 462)	0.33 (1 in 302)	1.20 (1 in 83)	1.52 (1 in 66)
	Female	0.13 (1 in 759)	0.15 (1 in 688)	0.20 (1 in 494)	0.78 (1 in 128)	1.10 (1 in 91)
Lung & bronchus	Male	0.03 (1 in 3,646)	0.93 (1 in 108)	2.29 (1 in 44)	6.70 (1 in 15)	7.67 (1 in 13)
	Female	0.03 (1 in 3,185)	0.77 (1 in 130)	1.74 (1 in 57)	4.90 (1 in 20)	6.35 (1 in 16)
Melanoma of the skin§	Male	0.15 (1 in 656)	0.64 (1 in 157)	0.74 (1 in 136)	1.85 (1 in 54)	2.73 (1 in 37)
	Female	0.28 (1 in 353)	0.55 (1 in 181)	0.37 (1 in 267)	0.81 (1 in 123)	1.82 (1 in 55)
Non-Hodgkin lymphoma	Male	0.13 (1 in 782)	0.44 (1 in 226)	0.60 (1 in 168)	1.73 (1 in 58)	2.30 (1 in 43)
	Female	0.08 (1 in 1,179)	0.31 (1 in 318)	0.44 (1 in 229)	1.39 (1 in 72)	1.92 (1 in 52)
Prostate	Male	0.01 (1 in 8,517)	2.52 (1 in 40)	6.62 (1 in 15)	12.60 (1 in 8)	16.22 (1 in 6)
Uterine cervix	Female	0.15 (1 in 656)	0.27 (1 in 377)	0.13 (1 in 762)	0.18 (1 in 544)	0.68 (1 in 147)
Uterine corpus	Female	0.07 (1 in 1,423)	0.75 (1 in 134)	0.85 (1 in 117)	1.24 (1 in 81)	2.58 (1 in 39)

* For people free of cancer at beginning of age interval. Percentages and "1 in" numbers may not be equivalent due to rounding. † All sites excludes basal and squamous cell skin cancers and in situ cancers except urinary bladder. ‡ Includes invasive and in situ cancer cases. § Statistic is for whites only.

Source: DevCan: Probability of Developing or Dying of Cancer Software, Version 6.5.0. Statistical Research and Applications Branch, National Cancer Institute, 2010. srab.cancer.gov/devcan.

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HTLV-I infection is geographically localized and is most common in southern Japan and the Caribbean; infected individuals in the US tend to be descendants or immigrants from endemic regions.

Early detection: Leukemia can be difficult to diagnose early because symptoms often resemble those of other, less serious conditions. When a physician does suspect leukemia, diagnosis can be made using blood tests and a bone marrow biopsy.

Treatment: Chemotherapy is the most effective method of treating leukemia. Various anticancer drugs are used, either in combination or as single agents. Imatinib (Gleevec), nilotinib (Tasigna), and dasatinib (Sprycel) are very effective targeted drugs for the treatment of CML. These drugs are also sometimes used to treat a certain type of ALL. Recent clinical trials have shown that adults with AML who are treated with twice the conventional dose of daunorubicin experience higher and more rapid rates of remission. Antibiotics and transfusions of blood components are used as supportive treatments. Under appropriate conditions, stem cell transplantation may be useful in treating certain types of leukemia.

Survival: Survival rates vary substantially by leukemia type, ranging from a 5-year relative survival of 24% for patients diagnosed with AML to 80% for those with CLL. Advances in treatment have resulted in a dramatic improvement in survival over the past three decades for most types of leukemia. From 1975-1977 to 1999-2006, the 5-year relative survival rate for ALL increased from 42% to 66% overall and from 58% to 89% among

children. In large part due to the discovery of the targeted cancer drug Gleevec, 5-year survival rates for CML have increased from 33% for cases diagnosed during 1990-1992 to 55% for those diagnosed during 1999-2006.

Liver

New Cases: An estimated 26,190 new cases of liver cancer (including intrahepatic bile duct cancers) are expected to occur in the US during 2011. More than 80% of these cases are hepatocellular carcinoma (HCC), originating from hepatocytes, the predominant type of cell in the liver. The incidence of liver cancer has been increasing by 3.4% per year in men and by 3.0% per year in women since 1992. In contrast to most common cancer sites, incidence rates are highest among Asian Americans/Pacific Islanders and Hispanics.

Deaths: An estimated 19,590 liver cancer deaths (6,330 women, 13,260 men) are expected in 2011. Since 1998, death rates for liver cancer have increased by 2.1% per year in men and by 1.3% per year in women. Incidence and mortality rates are more than twice as high in men as in women.

Signs and symptoms: Common symptoms include abdominal pain and/or swelling, weight loss, weakness, loss of appetite, jaundice (a yellowish discoloration of the skin and eyes), and fever. Enlargement of the liver is the most common physical sign, occurring in 50%-90% of patients.

Five-year Relative Survival Rates* (%) by Stage at Diagnosis, 1999-2006

	All Stages	Local	Regional	Distant		All Stages	Local	Regional	Distant
Breast (female)	89	98	84	23	Ovary	46	94	73	28
Colon & rectum	65	90	70	12	Pancreas	6	23	9	2
Esophagus	17	37	19	3	Prostate	99	100	100	30
Kidney†	69	90	63	11	Stomach	26	63	27	3
Larynx	61	78	42	33	Testis	95	99	96	72
Liver‡	14	26	9	3	Thyroid	97	100	97	58
Lung & bronchus	16	53	24	4	Urinary bladder	79	73	36	6
Melanoma of the skin	91	98	62	16	Uterine cervix	70	91	58	17
Oral cavity & pharynx	61	83	55	32	Uterine corpus	83	96	68	17

* Rates are adjusted for normal life expectancy and are based on cases diagnosed in the SEER 17 areas from 1999-2006, followed through 2007.

† Includes renal pelvis. ‡ Includes intrahepatic bile duct.

Local: an invasive malignant cancer confined entirely to the organ of origin. **Regional:** a malignant cancer that 1) has extended beyond the limits of the organ of origin directly into surrounding organs or tissues; 2) involves regional lymph nodes by way of lymphatic system; or 3) has both regional extension and involvement of regional lymph nodes. **Distant:** a malignant cancer that has spread to parts of the body remote from the primary tumor either by direct extension or by discontinuous metastasis to distant organs, tissues, or via the lymphatic system to distant lymph nodes.

Source: Altekruse SF, Kosary CL, Krapcho M, et al. (eds). *SEER Cancer Statistics Review, 1975-2007*. National Cancer Institute, Bethesda, MD, www.seer.cancer.gov/csr/1975_2007/, 2010.

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Deaths: An estimated 7,900 deaths from oral cavity and pharynx cancer are expected in 2011. Death rates have been decreasing continuously in both men and women over the past three decades.

Signs and symptoms: Symptoms may include a sore in the throat or mouth that bleeds easily and does not heal, a red or white patch that persists, a lump or thickening, ear pain, a neck mass, or coughing up blood. Difficulties in chewing, swallowing, or moving the tongue or jaws are often late symptoms.

Risk factors: Known risk factors include all forms of smoked and smokeless tobacco products and excessive consumption of alcohol. Many studies have reported a synergism between smoking and alcohol use, resulting in a more than 30-fold increased risk for individuals who both smoke and drink heavily. HPV infection is associated with cancers of the tonsil, base of tongue, and some other sites within the oropharynx.

Early detection: Cancer can affect any part of the oral cavity, including the lip, tongue, mouth, and throat. Through visual inspection, dentists and primary care physicians can often detect premalignant abnormalities and cancer at an early stage, when they are most curable.

Treatment: Radiation therapy and surgery, separately or in combination, are standard treatments. In advanced disease, chemotherapy is added to surgery and/or radiation. Targeted therapy with cetuximab (Erbix) may be combined with radiation in initial treatment or used alone to treat recurrent cancer.

Survival: For all stages combined, about 84% of persons with oral cavity and pharynx cancer survive 1 year after diagnosis. The 5-year and 10-year relative survival rates are 61% and 51%, respectively.

Ovary

New cases: An estimated 21,990 new cases of ovarian cancer are expected in the US in 2011. Ovarian cancer accounts for about 3% of all cancers among women. Incidence has been declining by 1.0% per year since 1992.

Deaths: An estimated 15,460 deaths are expected in 2011. Ovarian cancer causes more deaths than any other cancer of the female reproductive system. Death rates for ovarian cancer have been decreasing by 1.7% per year since 2002.

Signs and symptoms: Early ovarian cancer usually has no obvious symptoms, although women with early stage disease occasionally experience pelvic pain. Studies have indicated, however, that some women may experience persistent, nonspecific symptoms, such as bloating, pelvic or abdominal pain, difficulty eating or feeling full quickly, or urinary urgency or frequency. Women who experience such symptoms daily for more than a few weeks should seek prompt medical evaluation. The most common sign is enlargement of the abdomen, which is caused by the accumulation of fluid. Abnormal vaginal bleeding is rarely a symptom of ovarian cancer.

Risk factors: The most important risk factor is a strong family history of breast or ovarian cancer. Women who have had breast cancer or who have tested positive for inherited mutations in BRCA1 or BRCA2 genes are at increased risk. Studies suggest that preventive surgery to remove the ovaries and fallopian tubes in these women can decrease the risk of ovarian cancers. A genetic condition called Lynch syndrome (also known as hereditary nonpolyposis colon cancer) is also associated with increased risk. The use of estrogen alone as postmenopausal hormone therapy has been shown to increase risk in several large studies.

diagnosis as women 65 and older (29%). Overall, the 1-, 5-, and 10-year relative survival of ovarian cancer patients is 75%, 46%, and 38%, respectively. If diagnosed at the localized stage, the 5-year survival rate is 94%; however, only 15% of all cases are detected at this stage, usually incidentally during another medical procedure. The majority of cases (62%) are diagnosed at distant stage. For women with regional and distant disease, 5-year survival rates are 73% and 28%, respectively.

Pancreas

New cases: An estimated 44,030 new cases of pancreatic cancer are expected to occur in the US in 2011. Since 1998, incidence rates of pancreatic cancer have been increasing by 0.8% per year in men and by 1.0% per year in women.

Deaths: An estimated 37,660 deaths are expected to occur in 2011. The death rate for pancreatic cancer increased from 2003 to 2007 by 0.7% per year in men and by 0.1% per year in women.

Signs and symptoms: Cancer of the pancreas often develops without early symptoms. Symptoms may include weight loss, pain in the upper abdomen that may radiate to the back, and occasionally glucose intolerance (high blood glucose levels). Tumors that develop near the common bile duct may cause a blockage that leads to jaundice (yellowing of the skin and eyes), which can sometimes allow the tumor to be diagnosed at an early stage.

Risk factors: Tobacco smoking and smokeless tobacco use increase the risk of pancreatic cancer; incidence rates are about twice as high for cigarette smokers as for nonsmokers. Risk also increases with a family history of pancreatic cancer and a personal history of pancreatitis, diabetes, obesity, and possibly alcohol consumption. Individuals with Lynch syndrome are also at increased risk. Though evidence is still accumulating, consumption of red meat may increase risk.

Early detection: At present, there is no method for the early detection of pancreatic cancer. The disease is usually asymptomatic at first; only 8% of cases are diagnosed at an early stage. Research is under way to identify better methods of early detection.

Treatment: Surgery, radiation therapy, and chemotherapy are treatment options that may extend survival and/or relieve symptoms in many patients, but seldom produce a cure. Less than 20% of patients are candidates for surgery because pancreatic cancer is usually detected after it has spread beyond the pancreas. For patients who do undergo surgery, adjuvant treatment with the chemotherapy drug gemcitabine lengthens survival. The targeted anticancer drug erlotinib (Tarceva) has demonstrated a small improvement in advanced pancreatic cancer survival when used along with gemcitabine. Clinical trials with several new agents, combined with radiation and surgery, may offer improved survival and should be considered as a treatment option.

Survival: For all stages combined, the 1- and 5-year relative survival rates are 26% and 6%, respectively. Even for those people diagnosed with local disease, the 5-year survival is only 23%.

Prostate

New cases: An estimated 240,890 new cases of prostate cancer will occur in the US during 2011. Prostate cancer is the most frequently diagnosed cancer in men. For reasons that remain unclear, incidence rates are significantly higher in African Americans than in whites. Incidence rates for prostate cancer changed substantially between the mid-1980s and mid-1990s, in large part reflecting changes in prostate cancer screening with the prostate-specific antigen (PSA) blood test. Since 1998, incidence rates have remained relatively stable.

Deaths: With an estimated 33,720 deaths in 2011, prostate cancer is the second-leading cause of cancer death in men. Prostate cancer death rates have been decreasing since the mid-1990s in both African Americans and whites. Although death rates have decreased more rapidly among African American than white men, rates in African Americans remain more than twice as high as those in whites.

Signs and symptoms: Early prostate cancer usually has no symptoms. With more advanced disease, men may experience weak or interrupted urine flow; inability to urinate or difficulty starting or stopping the urine flow; the need to urinate frequently, especially at night; blood in the urine; or pain or burning with urination. Advanced prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas.

Risk factors: The only well-established risk factors for prostate cancer are age, race/ethnicity, and family history of the disease. About 62% of all prostate cancer cases are diagnosed in men 65 years of age and older, and 97% occur in men 50 and older. African American men and Jamaican men of African descent have the highest prostate cancer incidence rates in the world. The disease is common in North America and northwestern Europe, but less common in Asia and South America. Genetic studies suggest that strong familial predisposition may be responsible for 5%-10% of prostate cancers. Recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor, and obesity appears to increase risk of aggressive prostate cancer.

Prevention: The chemoprevention of prostate cancer is an active area of research. Two drugs of interest, finasteride and dutasteride, reduce the amount of certain male hormones in the body and are already used to treat the symptoms of benign prostate enlargement. Both drugs have been found to lower the risk of prostate cancer by about 25% in large clinical trials with similar potential side effects, including reduced libido and risk of erectile dysfunction. However, in December 2010, an advisory committee to the FDA recommended against approval for both

finasteride and dutasteride for the prevention of prostate cancer based on risk-benefit analyses. In contrast to previous findings, results from the Selenium and Vitamin E Cancer Prevention Trial showed that vitamin E and selenium do not appear to protect against prostate cancer. Some studies suggest that diets high in lycopene (e.g. tomatoes, especially those cooked in oil), may reduce the risk of prostate cancer.

Early detection: At this time, there are insufficient data to recommend for or against routine testing for early prostate cancer detection with the PSA test. The American Cancer Society recommends that beginning at age 50, men who are at average risk of prostate cancer and have a life expectancy of at least 10 years receive information about the potential benefits and known limitations of testing for early prostate cancer detection and have an opportunity to make an informed decision about testing. Men at high risk of developing prostate cancer (African Americans or men with a close relative diagnosed with prostate cancer before age 65) should have this discussion with their health care provider beginning at age 45. Men at even higher risk (because they have several close relatives diagnosed with prostate cancer at an early age) should have this discussion with their provider at age 40. All men should be given sufficient information about the benefits and limitations of testing to allow them to make a decision based on their personal values and preferences.

Results of two large clinical trials, one conducted in Europe and the other in the US, that were designed to determine the efficacy of PSA testing were published in 2009. The European study found a lower risk of death from prostate cancer among men receiving PSA screening while the US study did not. Further analyses of these studies are under way. See page 55 for the American Cancer Society's screening guidelines for the early detection of prostate cancer.

Treatment: Treatment options vary depending on age, stage, and grade of the cancer, as well as other medical conditions, and should be discussed with the individual's physician. The grade assigned to the tumor, typically called the Gleason score, indicates the likely aggressiveness of the cancer and ranges from 2 (nonaggressive) to 10 (very aggressive). Surgery (open, laparoscopic, or robotic-assisted), external beam radiation, or radioactive seed implants (brachytherapy) may be used to treat early stage disease; hormonal therapy may be added in some cases. All of these treatments may impact a man's quality of life through side effects or complications that include urinary and erectile difficulties.

Accumulating evidence suggests that careful observation ("active surveillance" or "watchful waiting"), rather than immediate treatment, can be an appropriate option for men with less aggressive tumors and for older men. Hormonal therapy, chemotherapy, radiation, or a combination of these treatments is used to treat more advanced disease. Hormone treatment may control advanced prostate cancer for long periods by shrinking the size or limiting the growth of the cancer, thus helping to relieve pain

and other symptoms. A newer option for some men with advanced prostate cancer that is no longer responding to hormones is a cancer vaccine known as sipuleucel-T (Provenge). For this treatment, special immune cells are removed from a man's body, exposed to prostate proteins in a lab, and then reinfused back into the body, where they attack the prostate cancer cells. The chemotherapy drug cabazitaxel (Jevtana) was approved in 2010 to treat metastatic prostate cancer that does not respond to other treatments.

Survival: More than 90% of all prostate cancers are discovered in the local or regional stages, for which the 5-year relative survival rate approaches 100%. Over the past 25 years, the 5-year relative survival rate for all stages combined has increased from 69% to 99.6%. According to the most recent data, 10-year survival is 95% and 15-year survival is 82%. Obesity and smoking are associated with an increased risk of dying from prostate cancer.

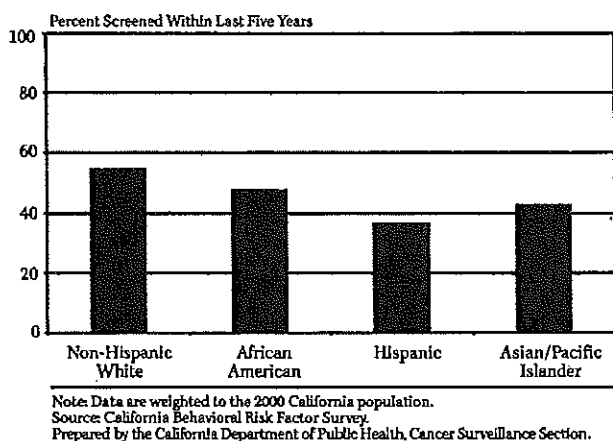
Skin

New cases: The number of basal cell and squamous cell skin cancers (i.e., nonmelanoma skin cancers, or NMSC) is difficult to estimate because these cases are not required to be reported to cancer registries. According to one report, in 2006 an estimated 3.5 million cases of NMSC occurred and approximately 2.2 million people were treated for NMSC. Individuals with a history of NMSC are much more likely to develop subsequent NMSC than the general population. Most, but not all, of these forms of skin cancer are highly curable. Melanoma is responsible for most skin cancer deaths, though it accounts for less than 5% of all skin cancer cases, and is expected to be diagnosed in about 70,230 persons in 2011. Melanoma is 10 times more common in whites than in African Americans. Incidence rates are similar in men and women under 65 years, but are more than twice as high in men as in women 65 and older. Melanoma incidence rates have been increasing for at least 30 years. Since 1992, incidence rates among whites have increased by 2.8% per year in both men and women.

Deaths: An estimated 11,980 deaths (8,790 from melanoma and 3,190 from other nonepithelial skin cancers) will occur in 2011. The death rate for melanoma has been decreasing rapidly in whites younger than 50, by 3.0% per year since 1991 in men and by 2.2% per year since 1984 in women. In contrast, in those 50 and older, death rates have been increasing by 1.1% per year since 1989 in men and have been stable since 1990 in women.

Signs and symptoms: Important warning signs of melanoma include changes in size, shape, or color of a mole or other skin lesion or the appearance of a new growth on the skin. Changes that occur over a few days are usually not cancer, but changes that progress over a month or more should be evaluated by a doctor. Basal cell carcinomas may appear as growths that are flat, or as small, raised, pink or red, translucent, shiny areas that may bleed following minor injury. Squamous cell cancer may appear as growing lumps, often with a rough surface, or as flat,

Sigmoidoscopy/Colonoscopy Use Among Persons Ages 50 and Older by Race/Ethnicity in California, 2008



American Cancer Society Colon and Rectum Cancer Activities

The American Cancer Society has an aggressive, multipronged initiative to reduce incidence and mortality from colon and rectum cancer: Educating men and women ages 50 and over that they need to get tested; Encouraging physicians and other health care providers to recommend screening to their eligible patients; and Working with health plans and health insurers who set policy and control payment for screening procedures. The legislative advocacy campaign targets activities to increase funding to support research into the causes, cures, and care of colon and rectum cancer and addresses legislation for programs to provide coverage for screening.

The Society is also a strong supporter and participant in the statewide California Colorectal Cancer Coalition (C4), whose mission is to save lives and reduce suffering from colorectal cancer. C4 has provided Colorectal Cancer education to Californians through community forums. In Spring 2010, C4 held its Annual Lobby Day at the State Capitol to increase awareness among the State Legislators the importance of adequate screening resources for all Californians.

Prostate Cancer

Prostate cancer is the most common cancer among men in almost all racial/ethnic groups in California. The number of prostate cancers diagnosed each year rose dramatically in the early 1990s when the prostate-specific antigen (PSA) test began to be widely used to detect this cancer. Incidence rates peaked in 1992-93 and were approximately 4% higher in 2008 than in 1988, depending on

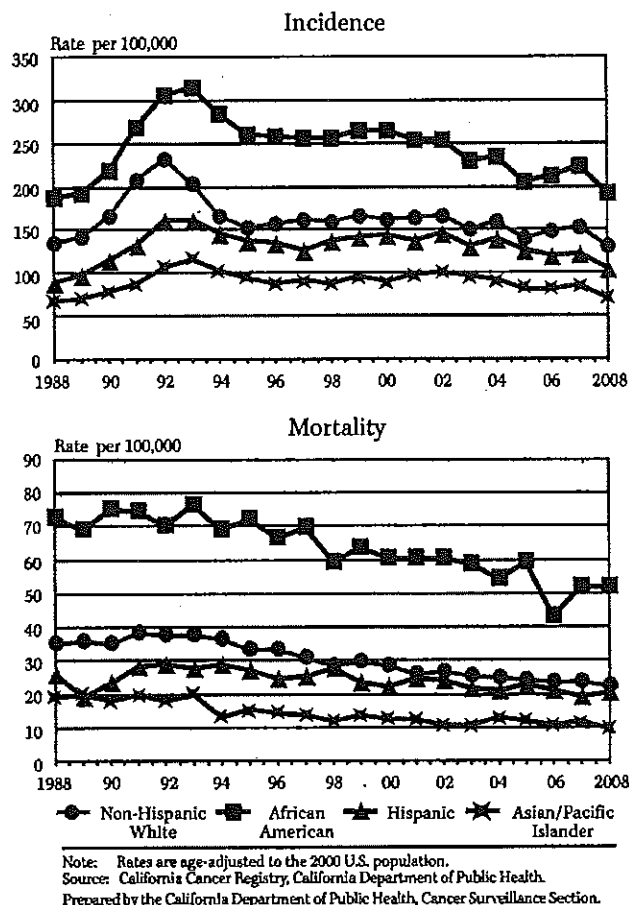
race/ethnicity. These trends are consistent with the rapid introduction of a new, sensitive screening method.

African American men are at especially high risk for prostate cancer. They are over 33% more likely to develop this disease than non-Hispanic white men, over 46% more likely than Hispanic men, and nearly three times more likely than Asian/Pacific Islanders. Unlike breast cancer, prostate cancer tends to be diagnosed late in life. Nearly 70% of prostate cancers are diagnosed among men ages 65 and older.

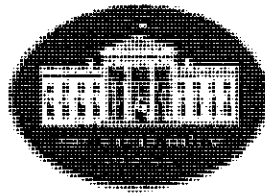
Very little is known about the causes of prostate cancer. Large international differences in prostate cancer risk indicate that lifestyle factors such as diet may be involved, and it is likely that diet interacts with hormonal status in complex ways.

The survival rate for prostate cancer is quite high (see page 7), especially when diagnosed early. Prostate cancer mortality in California decreased by 36% after 1988,

Trends in Prostate Cancer by Race/Ethnicity in California, 1988-2008*



*Veterans Health Administration hospitals did not report cancer cases to the California Cancer Registry (CCR) in 2005. Therefore, case counts and incidence rates for adult males in 2005 are underestimated and should be interpreted with caution (see page 1 or <http://www.ccr.ca.org/VATechnotes.html>)



The White House

August 31, 2010

Presidential Proclamation--National Prostate Cancer Awareness Month

A PROCLAMATION

Although its mortality rate has steadily fallen in the last decade, prostate cancer is still the second leading cause of cancer deaths among men in the United States. This year alone, nearly 218,000 men will be diagnosed with prostate cancer, and more than 32,000 men will die from this disease. National Prostate Cancer Awareness Month gives us the opportunity to renew our commitment to fight this disease by finding better ways to prevent, detect, and treat it.

The exact causes of prostate cancer are not known, but awareness can help men make more informed choices about their health. Researchers have identified several factors that may increase a man's risk of developing prostate cancer, including age, race, and family history. According to the National Cancer Institute, avoiding smoking, losing weight, maintaining a healthy diet, and exercising may all help prevent certain cancers. We must ensure that more men are informed about all aspects of this disease, including early detection and possible treatment. I encourage men to talk with their doctors about risk factors, prevention, and preventative screenings. And I invite all Americans to visit Cancer.gov for more information and resources about the symptoms, diagnosis, and treatment of prostate and other cancers.

Until we find a cure for this disease, my Administration will continue promoting awareness of this illness and supporting prostate cancer research and treatment, including research to help determine why prostate cancer affects some racial and ethnic groups more than others. The National Cancer Institute, the Centers for Disease Control and Prevention, and the Department of Defense all play vital roles in reducing the burden of prostate cancer through critical investments in research. The health care reforms included in the landmark Affordable Care Act also address specific needs of individuals fighting cancer, including removing annual and lifetime caps on insurance coverage, prohibiting insurance companies from dropping coverage after an individual gets sick, and guaranteeing insurance coverage for individuals participating in clinical trials, the cornerstone of cancer research.

As we observe National Prostate Cancer Awareness Month, we stand by the fathers, brothers, husbands, and sons battling prostate cancer, as well as their families and the health care providers, researchers, and advocates who are working to combat this disease and save lives. By joining together to raise awareness of prostate cancer and supporting research, we can continue to make progress against this devastating disease.

NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim September 2010 as Prostate Cancer Awareness Month. I encourage all citizens, Government agencies, private businesses, nonprofit organizations, and other groups to join in activities that will increase awareness and prevention of prostate cancer.

IN WITNESS WHEREOF, I have hereunto set my hand this thirty-first day of August, in the year of our Lord two thousand ten, and of the Independence of the United States of America the two hundred and thirty-fifth.

BARACK OBAMA

Ref: <http://www.whitehouse.gov/the-press-office/2010/08/31/presidential-proclamation-national-prostate-cancer-awareness-month>

File: White House Proclamation, 2010

S. RES. 597

Designating September 2010 as 'National Prostate Cancer Awareness Month'.

IN THE SENATE OF THE UNITED STATES

September 14, 2010

RESOLUTION

Designating September 2010 as 'National Prostate Cancer Awareness Month'.

Whereas countless families in the United States live with prostate cancer;

Whereas 1 in 6 males in the United States will be diagnosed with prostate cancer in his lifetime;

Whereas prostate cancer is the most commonly diagnosed non-skin cancer and the second most common cause of cancer-related deaths among males in the United States;

Whereas in 2010, 217,730 males in the United States will be diagnosed with prostate cancer, and 32,050 males will die from the disease;

Whereas 30 percent of newly diagnosed prostate cancer cases occur in males under the age of 65;

Whereas approximately every 14 seconds, a male in the United States turns 50 years old and increases his odds of developing cancer, including prostate cancer;

Whereas African-American males suffer from a prostate cancer incidence rate that is up to 65 percent higher than White males and have double the prostate cancer mortality rate of White males;

Whereas obesity is a significant predictor of the severity of prostate cancer;

Whereas the probability that obesity will lead to death and high cholesterol levels is strongly associated with advanced prostate cancer;

Whereas males in the United States with 1 family member diagnosed with prostate cancer have a 1 in 3 chance of being diagnosed with the disease; males with 2 family members diagnosed have an 83 percent chance; and males with 3 family members diagnosed have a 97 percent chance;

Whereas screening by a digital rectal examination and a prostate-specific antigen blood test can detect the disease at the early stages, increasing the chances of survival for more than 5 years to nearly 100 percent;

Whereas only 33 percent of males survive more than 5 years if diagnosed during the late stages of the disease;

Whereas there are no noticeable symptoms of prostate cancer while it is still in the early stages, making screening critical;

Whereas ongoing research promises further improvements in prostate cancer prevention, early detection, and treatment; and

Whereas educating people in the United States, including health care providers, about prostate cancer and early detection strategies is crucial to saving the lives of males and preserving and protecting families; Now, therefore, be it

Resolved, That the Senate--

(1) designates September 2010 as 'National Prostate Cancer Awareness Month';

(2) declares that steps should be taken--

(A) to raise awareness about the importance of screening methods for, and treatment of, prostate cancer;

(B) to increase research funding that is commensurate with the burden of prostate cancer so that--

(i) screening and treatment may be improved;

(ii) the causes may be discovered; and

(iii) a cure may be developed; and

(C) to continue to consider ways for improving access to, and the quality of, health care services for detecting and treating prostate cancer; and

(3) calls on the people of the United States, interested groups, and affected persons--

(A) to promote awareness of prostate cancer;

(B) to take an active role in the fight to end the devastating effects of prostate cancer on individuals, families, and the economy; and

(C) to observe National Prostate Cancer Awareness Month with appropriate ceremonies and activities.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA



PROCLAMATION

Prostate cancer is one of the leading health problems for Californian men. The American Cancer Society estimates that over 217,000 men in the United States will be diagnosed this year, adding to the already staggering figure of 2 million Americans who suffer from this disease. By raising awareness and coordinating efforts to fight prostate cancer, we can give the men in our lives a better chance at a healthier future.

Early detection is one of the best tools in our fight against this affliction, with a five-year survival rate of nearly 100 percent. Prostate cancer often does not have any noticeable symptoms, leading to the unrecognized development of this disease. Men need to be proactive and schedule regular checkups with their physician, especially if they have factors such as a family history of cancer or if they are over the age of fifty. Dedicated doctors and other healthcare professionals maintain a wide variety of options to make treatment manageable, helping many men achieve long-term remission.

Though prostate cancer is studied extensively and has gotten more attention in recent years, the precise cause of the disease is still a mystery. During this month, I join all Californians in recognizing the doctors, scientists and cancer groups whose tireless research gives us hope for a lasting cure and better preventative measures. By encouraging awareness among men, we can bring greater attention to prostate cancer and contribute to the fantastic efforts of these researchers.

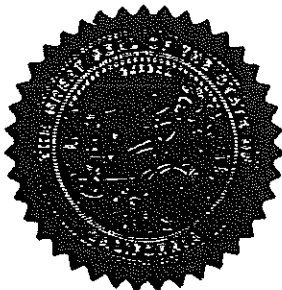
NOW, THEREFORE, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, do hereby proclaim September 2010, as "Prostate Cancer Awareness Month."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 23rd day of August 2010.

ARNOLD SCHWARZENEGGER
Governor of California

ATTEST:

DEBRA BOWEN
Secretary of State



BILL NUMBER: SCR 86

AMENDED IN SENATE AUGUST 12, 2010
AMENDED IN SENATE JULY 15, 2010

INTRODUCED BY Senator Aanestad

Coauthors: Senators Ashburn, Cedillo, Cogdill, Cox, DeSaulnier, Dutton, Emmerson, Harman, Hollingsworth, Huff, Pavley, Runner, Simitian, Strickland, Wiggins, Wright, and Wyland

Coauthors: Assembly Members Adams, Anderson, Bill Berryhill, Tom Berryhill, Blakeslee, Block, Blumenfield, Carter, Conway, Cook, DeVore, Fuller, Gaines, Garrick, Gilmore, Hagman, Harkey, Huffman, Jeffries, Jones, Knight, Loguè, Lieu, Ma, Miller, Niello, Nielsen, Portantino Smyth, Audra Strickland, Swanson, and Tran.

MARCH 9, 2010

Relative to Prostate Cancer Awareness Month

SCR 86, as amended, Aanestad. Prostate Cancer Awareness Month. This measure would designate the month of September 2010 as Prostate Cancer Awareness Month in the State of California.

WHEREAS, Prostate cancer impacts all Californians and has touched the Senate of the State of California this year with the passing of Senator Dave Cox after a 13-year battle with the disease; and

WHEREAS, The American Cancer Society estimates that one in six men will develop prostate cancer in their lifetime and that there will be approximately 217,730 new cases of the disease in the United States in the current year, resulting in nearly 32,050 deaths; and

WHEREAS, In California, prostate cancer is the most common cancer among men in all race and ethnic groups. African American men are 50 percent more likely to develop this disease than any other group of men; and

WHEREAS, In California, approximately 20,120 men will be diagnosed with prostate cancer this year and each day more than eight California men will die of this disease; and

WHEREAS, While prostate cancer is a leading cause of cancer deaths in men, little is known about this disease and there are usually no symptoms in the early stages; and

WHEREAS, The survival rate approaches 100 percent when prostate cancer is diagnosed and treated early, but drops to 31 percent when the disease spreads to other parts of the body; and

WHEREAS, A prostate-specific antigen (PSA) blood test and a digital rectal examination (DRE) diagnose most prostate cancers before symptoms develop; and

WHEREAS, The American Cancer Society recommends that health care providers offer the PSA and DRE annually to men who have at least a 10-year life expectancy, beginning when the men are 50 years of age; and

WHEREAS, Men who have a father, son, or brother who has been diagnosed with prostate cancer before 65 years of age, and African American men should be offered a PSA and DRE annually beginning when they are 45 years of age; and

WHEREAS, Men who have multiple family members who have been diagnosed with prostate cancer before 65 years of age should be offered a PSA and DRE annually beginning when they are 40 years of age; now, therefore, be it

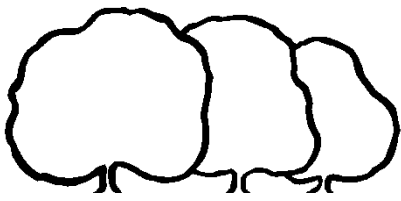
Resolved by the Senate of the State of California, the Assembly thereof concurring, That the Legislature designates the month of September 2010 as Prostate Cancer Awareness Month in the State of California and that public officials and citizens of California are encouraged to observe the month with appropriate activities and programs; and be it further

Resolved, That the Legislature joins communities across our nation to increase the awareness of the importance of early detection and treatment of prostate cancer; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the author for appropriate distribution.

Ref: http://info.sen.ca.gov/cgi-bin/postquery?bill_number=scr_86&sess=CUR&house=B&site=sen

File: SCR 86, 2010



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Community Development Department's Milestone Report

Report in Brief

Attached is the Community Development Department's Milestone Report. The report highlights new project submittals and major project activities for the department

As discussed in July 2010 staff report, the Milestone Report shall be provided to Council for its review on those months where City Council is not receiving the department's quarterly report. Below are the scheduled dates for City Council to receive the Milestone Report in fiscal year 2012.

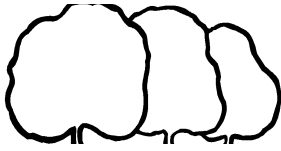
Dates:	No August Meeting	November 2011	February 2012	May 2012
	September 2011	December 2011	March 2012	June 2012

Prepared by: Evis Morales
Management Analyst

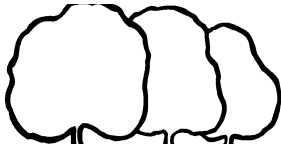
Reviewed by: Nicholas J. Ponticello
CDD Director

Mark G. Deven
City Manager

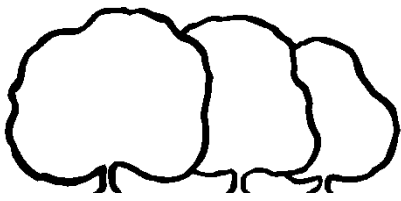
Attachment: CDD Milestone Report

**MILESTONE EVENTS****New Project Submittals and Project Activities**

- On July 21, 2011 Planning Commission approved a Conditional Use Permit for CommuniCare Health Centers to allow the construct and operation of a 21,053 square foot medical clinic at 10 North Cottonwood Street. Planning Commission also approved Tentative Parcel Map No. 4996, to subdivide the 4.31 acre parcels into two (2) parcels, consisting of approximately 3.48 acres for “Parcel 1” and 0.83 acres for “Parcel 2.”
- On July 21, 2011 Planning Commission approved the Site Plan and Design Review for *Mutual Housing at Spring Lake*, a 101-unit multi-family housing project at the southeast corner of Farmer’s Central Road and Pioneer Avenue in the Spring Lake Specific Plan Area.
- On July 7, 2011 Planning Commission made a recommendation of approval to the City Council regarding the following items for the Woodland Gateway II project: 1) Certification of the Phase II Program EIR; 2) Annexation Resolution; 3) Rezoning 61.3 acres of the site to General Commercial (C-2) and 92.7 acres to Agriculture (A-1); and 4) a General Plan Amendment to re-designate 61.3 acres to General Commercial.
- The City issued 20 FEMA flood letters for residents for flood insurance purposes.
- Major Project Completions:
 - The City has accepted public improvements constructed by the Rochdale Grange Development and issued a Certificate of Occupancy.
 - Hoblit Motors received an approval to open and operate at 333 Main after completing all seismic, electrical, and fire inspections.
 - Panda Express (Gateway) received a Certificate of Occupancy.
 - Spoon-Me-Yogurt (Gateway) has completed construction and should be opened soon.
 - Speedee Oil at 216 W. Main received a Certificate of Occupancy for their expansion.
- Major Project Permit Issuance:
 - Target Warehouse at 2050 E. Beamer - 350K sq. ft. expansion was issued in July and is under construction
 - Agriform at (State 113 and County Road 18C) 54K sq. ft. expansion is under construction.
 - YC Transportation District—new administration building and remodel of existing buildings was issued a permit and is under construction.
 - Chase Bank at 304 Main Street was issued a permit and has started construction.
- For the month of July 2011, the City issued 118 building permits.



- Jackson Building—Loan agreement has been executed and the second payment has been disbursed. The exterior has been painted and work has started on the interior. It is expected the work will be finished by September 1 with the restaurant opening soon after that.
- Porter Building—All seismic work has been completed. Staff is currently drafting the second loan agreement.
- Sean Denny—The façade has been completed except for installation of the awnings.
- BlackPine Restaurants - The developer has made progress in preparing project descriptions and budgets necessary for preparation of the loan agreements. Appraisals will be conducted soon to assess collateral value.
- Art in Public Places—YoloArts staff is preparing materials for study session with the Council scheduled for September 27, 2011.
- State Theater—RDA has contracted with Bill McCandless. Appraisal is underway.
- SACOG Community Design Grants—Request for \$100,000 has been made for Freeman Park road frontage improvements.
- Odd Fellows—Renderings have been prepared for interior improvements. for the new tenant. The OPA is being drafted.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Capital Budget Execution Status Report – Community Development
Managed Projects

Report in Brief

The procedures approved with the Capital Budget authorized the City Manager to award design/consultant service contracts and to issue Invitations for Bid for construction contracts within approved scope and budget. A Capital Budget Execution Status Report is attached showing recent actions taken relative to the Capital Budget for projects managed within the Community Development Department. Projects managed by Public Works are included with their monthly report.

Staff is available to address any questions Council may have.

Prepared by: Michael Karoly, PE
Sr. Civil Engineer

Reviewed by: Brent Meyer, PE
Principal Civil Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

Mark G. Deven
City Manager

Attachment: Capital Budget Status Report



MILESTONE EVENTS

12-07, 2011 Road Maintenance Project	City Manager awarded construction contract to Intermountain
08-21, Annual Sewer Repair and Replacement	RFP to CCTV existing sewer mains in the Sycamore Ranch/South-East Area part of town was awarded to ABC Services and investigation is currently underway.

DETAILED PROJECT LISTING

Project:	97-24, Interstate 5 & County Road 102 Interchange Improvement		
Phase:	Construction	PM:	Ayon
Description:	This project consists of the construction of a southbound I-5 on-ramp, modifications to the existing on-ramps and off-ramps, widening CR 102 from two to four lanes between the NB ramp terminal and the SB ramp terminal, and widening CR 102 to six lanes from the SB ramp terminal to Maxwell Avenue.		
Status:	• Council awarded construction contract on June 29, 2010. • Contractor started work during August 2010 and construction completion is expected in late 2011. • Completing bridge work and continuing with on/off ramp construction. • UDBE Sub-contractor declared bankruptcy. Substitution or self-performance of sub-contracted work approved after review of UDBE Good Faith Effort documentation provided by DeSilva Gates.		

Project:	98-01, Matmor and E. Gum Traffic Signal		
Phase:	Design	PM:	Camacho
Description:	Install a new traffic signal at the intersection of E. Gum and Matmor. The project is a CEQA requirement of the Parkside development project. Project will install turn pockets and make any needed ADA improvements		
Status:	• Traffic Engineering staff's recommendation of the parking restriction was presented to the Traffic Safety Commission on May 2 and was unanimously approved 3-0. • Designing traffic signal using approved recommendation of the parking restriction.		

Project:	00-04, Lemen, North and East Streets Realignment		
Phase:	Design	PM:	Ayon
Description:	This is a Federal Aid project to realign Lemen Avenue opposite North Street, install a traffic signal, and construct a median on East Street at Court Street to prevent left turns to and from Court Street. Signal interconnects between Main Street and North Street will be included.		
Status:	• <u>Right of Way acquisition:</u> received Right-of-Way Certification from Caltrans. • <u>Railroad:</u> obtained executed Synchronization Agreement from the railroad. • <u>State Funding:</u> sent request for Construction Authorization to Caltrans, which is required to bid the project. During Caltrans' review, Caltrans notified the City that they are requiring the environmental clearance be revalidated. In process of revalidating environmental clearance. • Completing design documents. • <u>Undergrounding District:</u> All utilities completed underground district construction. City consultant surveyed new underground district boxes/vaults. Coordinating with PG&E/Wave/AT&T to reset required boxes to grade during construction. • Staff plans to bid the project in winter 2012 and start construction in spring 2012.		

Project:	00-06, I-5 and Highway 113 Interconnect, Phase 2		
Phase:	Design	PM:	Ayon
Description:	This project includes the construction of the freeway to freeway connector from northbound I-5 to southbound SR 113. This project is being designed and managed by Caltrans.		
Status:	• Design is substantially complete. • Caltrans is managing Right of Way acquisition and utility relocation; 4 parcels left to acquire for right-of-way and utility relocations.		

Project:	01-04, Traffic Model Update		
Phase:	Pre-Engineering	PM:	B. Meyer
Description:	The project includes an update of the City's Traffic Model to reflect changes due to development, and zoning of new growth areas and the update of the Streets Master Plan to address changes in growth, zoning, and the general plan update.		
Status:	• Council approval is planned for fall 2011.		

Project:	05-09, Main Street widening (west bound), East to 6th Streets 09-18, East & Main Storm Drain Deficiency Replacement/Repair
Phase:	Construction PM: Burnham
Description:	The 05-09 project will widen the north side of Main Street from East Street to Sixth Street by widening to allow two lanes of westbound traffic through the intersection. The 09-18 project will construct new 18" storm main crossing of RR tracks to replace one of two 6" pipe crossings.
Status:	• Construction work stopped in July after Teichert Construction encountered a buried (unknown abandoned) underground storage tank in Main Street near Sixth. • City hired RAH Environmental Services to remove the underground storage tank, including obtaining needed Yolo Co. Environmental Services permits. • Tank site was cleared week of Aug. 8th. • Teichert remobilized to the site and continued construction work. • On August 15th, Teichert damaged the existing 12kv underground PGE electric line that serves most of downtown. PGE needs 2 to 4 weeks to inspect and repair any damage. The long lead time is required due to PGE customer notification requirements of the needed shutdown of this power line.

Project:	08-21, Annual Sewer Repair and Replacement
Phase:	Design PM: [Cocke, PW] Chavez
Description:	Repair and/or replacement of existing sewer mains and laterals based on priorities as determined during routine maintenance work and CCTV surveys of facilities.
Status:	• Investigating sewer trunk mains from Beamer & CR 102 to SS lift station at E. Main Street for purposes of designing rehabilitation. • CCTV underway to investigate and report on existing sewer mains in the Sycamore Ranch/South-East Area part of town. This is the area of town where the "sinkhole" occurred a few weeks ago. Investigation is 70% complete and no cracks or breaks have been found at this point. • Issuing RFP to CCTV companies to provide services to investigate and report on existing 'orangeburg' laterals for future replacement. • Designing sewer point repair project at various locations around town.

Project:	08-58, Downtown Beautification		
Phase:	Design	PM:	Karoly
Description:	Enhance downtown's role as the government, dining, entertainment, cultural and retail/specialty center of the community. Also preserve, as appropriate, historic architectural features. Project limits are Main Street from East Street to Third Street. Possible improvements include curb bulb-outs at intersections, traffic signal at 5 th and other features as appropriate or affordable. Funded by a SACOG 2010 Community Design Grant.		
Status:	• Retained geotechnical services of Blackburn Consulting for shallow sub-surface exploration. • Obtained proposal for landscaping services from Callander Associates.		

Project:	09-21, Series Street Light Replacement, Phase 3		
Phase:	Design	PM:	Chavez
Description:	Design and construct a replacement lighting system for about 1/3 of the Gibson-College circuit.		
Status:	• CDBG Funding approved for first part of Phase 3 replacement in the Gibson-College circuit.		

Project:	09-22, Water Meter Phase 2		
Phase:	Construction	PM:	Heath
Description:	Grant funded project to install water meters on existing unmetered water services throughout the city. Project design was managed by PW; Construction is managed by CDD. Grant is primarily funded by American Reinvestment and Recovery Act (A.R.R.A.) funds.		
Status:	• Work started on September 28, 2009; anticipate completion in January 2012. • The contractor has completed approximately <u>9,415</u> (99%) meter conversions out of <u>9,420</u> total meters in the contract. Contract work is anticipated to be completed by the end of September. • The goal is to use up the grant/loan funds under the Teichert contract. Any remaining properties to be metered will be included in a phase 3 project to be designed and bid separately. • Preparing plans and specifications for changeover of condominium type properties (Phase 3). Final quantities and scope of work will be determined after completion of Phase 2 work. Bidding is scheduled for winter 2011.		

Project:	09-24, Pioneer Avenue Widening from Gibson Avenue to Farmers Central Road		
Phase:	Design	PM:	Fong
Description:	Widen Pioneer Avenue to ultimate width (4 lanes) from Gibson to the future Collector 4 intersection (also High School entrance). Includes installing Traffic Signal at Pioneer/Collector 4, transitioning from full width road section north of Collector 4 to the existing two lanes south of Collector 4, and related sewer and storm drain improvements.		
Status:	• Project is under design; construction delayed until funding is resolved.		

Project:	09-25, County Road 25A from County Road 101 to State Highway 113		
Phase:	Design	PM:	Fong
Description:	Pavement rehabilitation and widening of County Road 25A between Highway 113 and County Road 101. Final configuration will be a 2-lane roadway.		
Status:	• Design funding provided by Pulte (Centex) in January 2010. • Project is under design		

Project:	09-26, Energy Efficiency Community Block Grant (A.R.R.A.)		
Phase:	Purchase	PM:	Karoly
Description:	Purchase and install LED Street Lights to replace existing HPS lights. The funding for this project is Federal Economic Recovery Act (A.R.R.A.).		
Status:	• City crews are installing 1,381 LED light fixtures from July through early 2012.		

Project:	09-27, Pioneer Widening from Farmers Central Road to Heritage Parkway		
Phase:	Construction	PM:	Heath
Description:	Construct 2-lanes of future 4-lane roadway, including street lighting, along Pioneer Avenue, south of Farmer's Central Road to Pioneer/Parkland to Parkland/Heritage Parkway, to provide better connectivity within Springlake area.		
Status:	• Construction contract awarded to DeSilva Gates at June 21 Council meeting. • Construction started on July 25th. Rough grading completed, currently working on underground sewer, water and storm drains.		

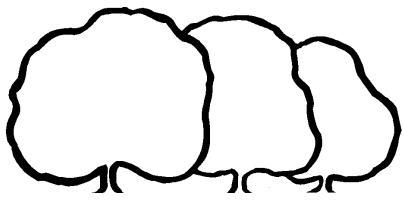
Project:	10-01, Irrigation Rehabilitation Phases 2 and 3		
Phase:	Construction (ph 2)	PM:	Burnham (ph 2)
	Design (ph 3)		Karoly (grant admin & ph 3)
Description:	This project will upgrade existing irrigation systems to conserve on energy and water use. Proposition 50 Grant funds must be spent by December 2012. Project work includes installing centralized irrigation control, booster pumps, replacing in-ground irrigation systems and turf repair/replacement.		
Status:	• State approved all Quarterly reports (2008 to present) and will be issuing reimbursement. Quarterly Report for Apr-Jun 2010 prepared and submitted to the State for review and approval. • Phase 2 work (2011) includes complete replacement of the irrigation systems at City and Harris Parks, installation of new booster pumps and centralized controllers at Cline, Douglass, and Schneider Parks and installation of controllers at Woodside, John Ferns, Crawford, Pioneer Klenhard and Campbell Parks. ○ Construction underway at City and Harris Parks; reseeding performed during mid-August. Contractor working on parks with booster pump and/or controller replacements. • Phase 3 (2012) work will include complete replacement of the irrigation systems at Beamer Park (& Circle), Freeman, Tredway Parks, and Buchignani Field (depending on budget since County owned), and installation of controllers at Everman, Clark Field, Roddy, Traynham, Streng Pond and Woodland Cemetery. This work will be constructed during summer 2012. ○ Reviewed design development submittal and returned comments to Callander Associates.		

Project:	10-06, 2010/11 ADA Improvements		
Phase:	Construction	PM:	Camacho
Description:	Project will re-construct ADA required improvements such as curb ramps, driveways and sidewalk to improve existing pedestrian paths of travel in the public right of way.		
Status:	• Project opened bids June 2. The bid of the apparent low bidder, United Building Contractors, was determined to be non-responsive. Staff recommendation is for the City Manager to award the construction contract to the second low bidder, RSC General Engineering, Inc. • A protest was received by the third low bidder, Arrow Construction, and was denied. Arrow Construction appealed the denial to the June 21 City Council meeting for a public hearing. City Council conducted the public hearing and denied their appeal. • The construction contract was awarded to RSC and a notice to proceed was issued with a July 11th starting date. Construction is estimated to be complete by September 12, 2011.		

Project:	10-07, East Kentucky Rehab (East to Harter)		
Phase:	Design	PM:	Burnham
Description:	Project will rehabilitate E. Kentucky from East Street to Harter Avenue; including adding bike lanes to close the bike system gap on Kentucky. The project will reconstruct the pavement, valley gutters and curb. This project is Federal-Aid funded by SACOG in 2012 . Local funds are being used for design.		
Status:	• Consultant investigated pavement condition and is preparing a report with rehabilitation recommendations. • Design work will commence after receipt of pavement report.		

Project:	10-09, Gibson Ranch Landscaping; Spring Lake Ct. & Bourne Dr.		
Phase:	Design	PM:	Karoly
Description:	Install landscaping along the south side of Spring Lake Court and at the north end of Bourne Drive. These improvements are the last remaining portions of landscaping in the public right of way to be completed in the Gibson Ranch development.		
Status:	• Construction will be coordinated with Phase 3 of the Parks Irrigation Rehab (10-01) project. Work will be performed during Summer 2012.		

Project:	12-07, 2012 Road Maintenance Project		
Phase:	Construction	PM:	Wurzel, Burnham
Description:	Project will perform pavement maintenance seals on the area bounded by CR102, SR113, I-5 and Gibson Road		
Status:	• Project was approved by council for bidding and City Manager award on July 19, 2011 • Project was advertised on July 20 and bids were opened on August 4 • Intermountain Slurry Seal was identified as the lowest, responsive, responsible bidder. The bid by Valley Slurry Seal was determined to be non-responsive. • Bid Protests were filed by Valley Slurry Seal and by Intermountain. The Valley Slurry Seal bid protest was denied and the Intermountain protest was partially upheld. • Construction is anticipated to begin August 29 for completion by the end of October.		



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Fire Department Monthly Report for June 2011

Report in Brief

The Woodland Fire Department's Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council. This report summarizes four specific areas of the Fire Department's operation: Overtime, Incident Response, Fire Prevention and Training. This year, the Fire Department updated its Monthly Status Report format to include a wider variety of information. The report is formatted by division (Administration, Operations, Fire Prevention and Training) and covers the key projects and/or activities for the month.

Attached for the City Council's review is the Fire Department's Monthly Report for June 2011.

Prepared by: Shannon Collins
Management Analyst

Reviewed by: Rick Sander
Interim Fire Chief

Mark G. Deven
City Manager



Woodland Fire Department Monthly Status Report Summary – June 2011



(The Woodland Fire Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.)

	Previous Month	Current Month	Difference (+ increase/- decrease)
Cost of Overtime			
(Staffing Costs are attributed to a reduction of 16 Line Staff: (see Overtime Summary))			
Maintain Minimum Staffing	\$73,342.47	\$76,525.39	\$3,182.92
Call Back Staffing	<u>\$1,946.82</u>	<u>\$1,151.34</u>	\$795.48
Total	\$75,289.29	\$77,676.73	\$2,387.44
Strike Team (reimbursable, and <u>not</u> included above)	N/A		
Total Incident Responses			
Fire	6	14	+8
EMS/Rescue	279	264	-15
Hazardous Condition	7	11	+4
Public Service	33	63	+30
Good Intentions	27	49	+22
False Alarms	<u>22</u>	<u>19</u>	-3
Total	374	433	+59
Mutual/Auto-Aid/Strike Team	10	3	+8
Concurrent Incidents	123	135	+12
Fire Prevention			
Commercial Inspections	12	23	+10
Plan Reviews	4	7	+3
Business License Inspections	18	5	-13
Permitted Inspections	74	79	+5
Residential Inspections	13	18	+5
Resale Inspections	21	12	-9
Engine Company Inspections	<u>59</u>	<u>18</u>	-41
Total	201	162	-39
Weed Abatement	4 hours	12 hours	+8
Fire Investigations	9.75 hours	0 hours	-9.75 hours
Pub Ed Events	6	7	+1
Training Hours	1091.5	788.5	-303.0

Department Highlights:

The Woodland Fire Department hosted a Command 1A class and participated in the Annual Woodland Chamber "Duck Pluck" BBQ where the WPFA received the "Salute to Excellence" award from the Chamber of Commerce.

DIVISIONS

ADMINISTRATION:

Emergency Management

- *There were no activities in the month of June.*

OPERATIONS:

Incident Activity

The WFD responded to a total of **433** incidents in June. They included:

- **14 Fires**, for a current annual total of **73**. The **14 fires** included:
 - o **3** building/cooking fire, chimney, fire other
 - o **5** grass, brush fire
 - o **5** dumpster, outside rubbish, trash fires
 - o **1** off-road vehicle or heavy equipment fire
- **277 EMS/Rescues**, for a current annual total of **1,591**. The EMS/Rescues included:
 - o **14** Calls requiring medical assistance
 - o **51** EMS calls, cancelled en route or on scene
 - o **186** EMS Calls for people with injuries
 - o **9** vehicle accidents with injuries
 - o **16** motor vehicle/pedestrian accidents with or without injuries
 - o **1** removal of victim(s) from stalled elevator
- **11 Hazardous Conditions**, for a current annual total to **65**. The Hazardous Conditions included:
 - o **6** toxic conditions, oil or chemical spills, gas leak, hazardous conditions, other
 - o **3** electrical wiring, arcing, shorted electrical equipment
 - o **1** building or structure weakened or collapsed
 - o **1** vehicle accident cleanup
- **63 Public Service Calls**, for a current annual total of **229**. The Public Services Calls included:
 - o **6** calls to assist police or other governmental agencies
 - o **8** calls for public service
 - o **8** invalid public assistance calls
 - o **34** cover assignment, standby, move up, water evacuation
 - o **2** smoke or odor removal, water evacuation
 - o **5** lock-out, person in distress, other
- **49 Good Intentions** calls, for a current annual total of **219**. The calls included:
 - o **29** calls that were cancelled en route or CAD error
 - o **11** no incident found on arrivals
 - o **6** Steam, smoke, odor of smoke, barbeque, authorized burning
 - o **3** good intent call, other
- **19 False Alarm** calls, for a current annual total of **125**.

Concurrent Incidents:

These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a Fire Captain, Engineer, and Firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents**. Concurrent incidents occur as:

- **Single-engine calls**, (i.e., medical aids, investigation of a fire alarm sounding, lift assists, etc)

- **Multi-company calls** where more than one engine is committed to the same incident (i.e., high hazard calls such as structure fires, vegetation fires, highway incidents, rescues, hazardous materials releases, traffic accidents requiring extrication, or mass casualty incidents).

This month, our response time average for getting an initial fire engine on-scene is **4:52 Minutes** for fires and **4:52** for emergency medical services (EMS) calls.

NOTE: Delays in response times occur when we don't have fire stations located within a 1.5 mile driving distance from all locations within the City (i.e., Spring Lake development), and when concurrent incidents occur where the primary response engine to a particular location is already committed to an incident and another unit farther away must be dispatched to the call.

The breakdown of **concurrent incidents** for June is:

2 companies committed simultaneously =	81 times
3 companies committed simultaneously =	39 times
4 companies committed simultaneously =	14 times
5 companies committed simultaneously =	1 time

¹ The Woodland FD staffs four companies so any incident requiring more than 4 companies must include neighboring fire departments through automatic-aid or mutual-aid agreements.

The Woodland FD received **433** calls for service in June with **135** being Concurrent Alarms = **31%** of the time. There were **692** concurrent alarms in 2011 out of **2,302** total calls meaning .30%, or almost 1 out of every 3 calls would commit two or more fire units simultaneously.

Concurrent alarms prevent the fire department from responding all on-duty firefighters adequate staffing and resources to a structure fire or other major incident that would be heavily dependent on firefighter manpower at the scene to accomplish required tasks. We must then rely on recalling off-duty Firefighters and/or requesting allied agencies to assist us with additional calls (both of which are slow) and then we fail to meet our 4-minute response time standard. In the meantime our strategy and tactics must change to maximize firefighter safety at the risk of public safety and property conservation.

Automatic or Mutual Aid:

Automatic Aid is provided to another agency through formal agreement and occurs automatically on **significant events** without any special request. The agencies we participate in automatic aid with are Davis, Dixon, UC Davis, West Sacramento, Rumsey Rancheria and the volunteer fire departments of Willow Oak, Yolo, and West Plainfield.

Mutual aid occurs when fire departments provide help to one another upon special request when a **significant event(s)** (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

Total Number of Aid Given/Received Incidents in June: 3

Aid Received: 2

- **1** Davis Fire Department
- **1** Willow Oak Fire Protection District

Aid Given: 1

- **1** Elkhorn Fire Protection District

- Current annual total is **39**.

Note: Our Automatic Aid and Mutual Aid agreements with neighboring agencies are based on our deployment of three fire engines, one ladder truck and one Battalion Chief. Any change in this deployment model will negatively impact our ability to provide assistance through these agreements and, consequently, to receive aid. "You have to give to get" is the foundation of these agreements.

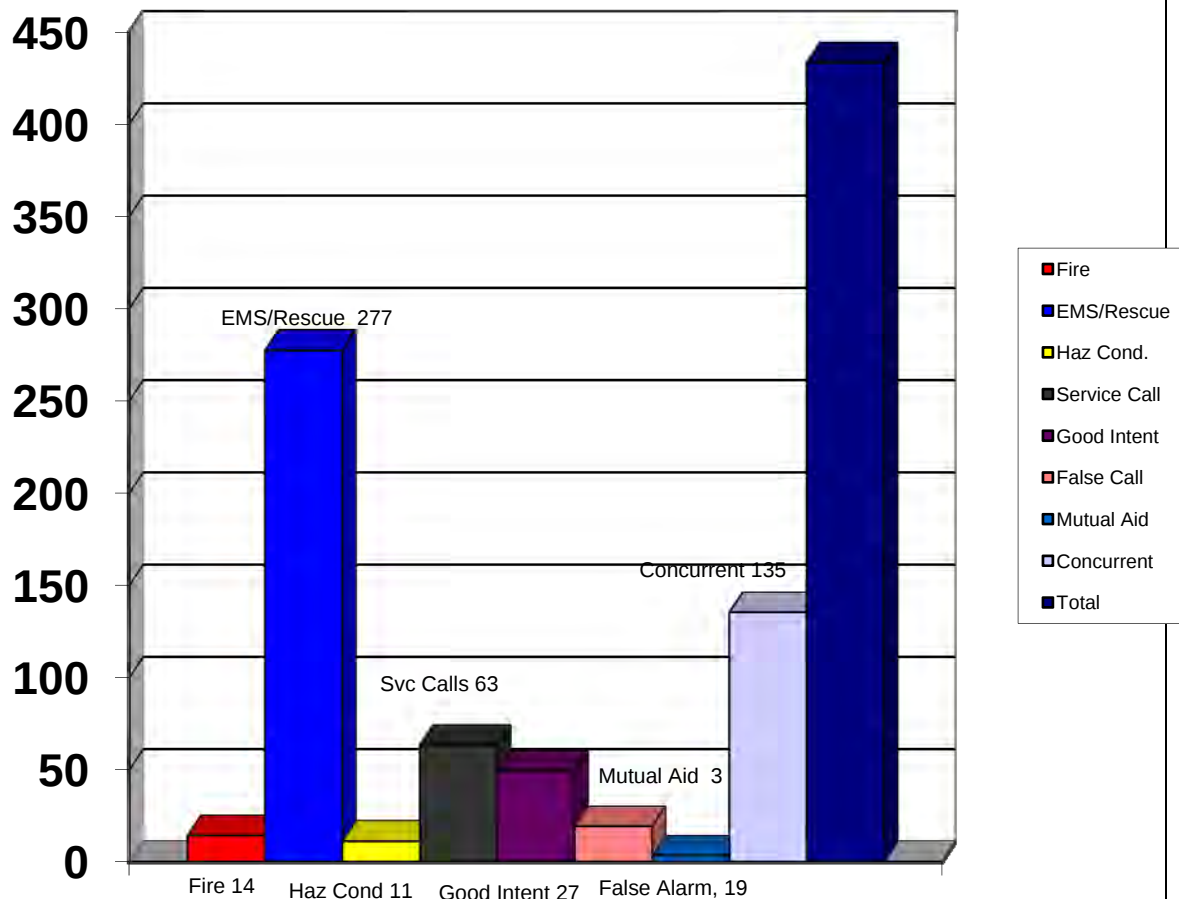
Overtime Summary

Our overtime expenses are in direct correlation to the filling of the Interim Fire Chief and Line Battalion Chief positions, along with daily staffing requirements and emergency call-backs for large events. As our staffing has been drastically reduced, mainly due to attrition (currently 16 total positions), our ability to absorb vacancies resulting from illness, vacation, and injury with on-duty relief staffing has been completely eliminated. Now instead of using on-duty staffing when a vacancy occurs, we must hire back off-duty personnel on overtime to cover the vacancies. Also, having reduced on-duty staffing each day has caused an increased reliance on **call-back staffing** when large events or multiple small events occur. This too has caused a drain our on-duty resources, increasing the chance for illness and injury.

There were a total of **1969.5** overtime hours worked during the month of June for a total cost of **\$81,403.00**. (1.0 FTE of an entry level Firefighter, wages and benefits) This includes:

- **1,856.5** hours of **Minimum Staffing** at a cost of **\$76,252.39** for the month of June 2010. ***This includes 483.75 hours of coverage for two Line Battalion Chief's vacancies one of which is filling the Interim Fire Chief's position.*** In the City of Woodland, a minimum of four engine companies staffed with a minimum of 3 Firefighters each (1 Captain, 1 Engineer and 1 Firefighter) must be staffed daily per the MOU between the City and the Woodland Professional Firefighters Association.
 - o The average hours of overtime used for the period June 2010 to June 2011 was **1,929.33** hours at a cost of **\$77,940.51**.
- **26** hours were needed for **Call-Back Staffing** at a total cost of **\$1,151.34** for the month of June 2010. (*Call Back Staffing is necessary to backfill the stations when a major incident occurs that depletes the minimum staffing levels*).
 - o There was an average of **53.79** hours per month used to provide Call Back Staffing at a cost of **\$2,263.86** for the period June 2010 to June 2011.

Current Month By Incident Type



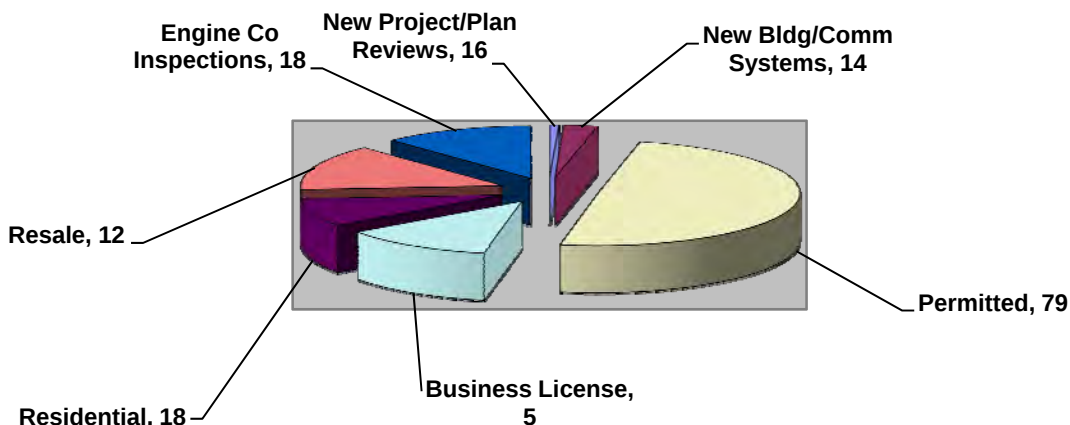
The graph above is a visual summary of the number of incidents that the Fire Department responded to during the weeks June 1, through June 30, 2011.

Total Incidents to Date for 2011 - 2,302

Average Response Time for First Due Units: Fire: 4:52 EMS: 4:52

FIRE PREVENTION:

The Fire Prevention Bureau conducts several types of inspections and plan reviews. The Bureau concentrates on New Project Development, Civil Drawing Plan Reviews, Building Inspections, On Site Water Systems, Commercial Fire Sprinklers, Residential Fire Sprinklers, Fire Alarm Inspections, Specialized Fire Protection Systems, Fire Permits, Licensed Care Facilities, Business License Inspections, Resale Inspections, Fire Investigation and Code Enforcement, Public Education and Weed Abatement.



For the month of June 2011 the Fire Prevention Specialists conducted the following inspections and plan reviews:

Commercial	
9	New Project Development Reviews
7	Plan Reviews
5	New Building Inspections
9	Commercial Fire Protection Systems
Permit	
79	Fire Permitted Annual Inspections
Business License	
5	Business License Inspections
Residential	
0	Residential Automatic Sprinkler System Plan Reviews
18	Residential Automatic Sprinkler System Inspections
12	Resale Residential Sprinkler Inspections
Engine Company	
18	Business and Mercantile Inspections

The Fire Prevention Division inspects new businesses and changes of ownership for occupancy usage and compliance of the Fire Codes. **Plan reviews** are what generate initial commercial and residential inspections. The fees for these inspections are included in the plan review fees. Inspections for commercial projects include the initial plan review, 4 inspections & 1 re-submittal of plans at a cost of **\$717.00/riser + \$2.00/sprinkler head**. Commercial Tenant Improvements are **\$421.00/riser + \$2.00/sprinkler head**. Residential plan review inspections include the initial plan review, 2 inspections & 1 re-submittal of plans at a cost of **\$354.00/riser**. Residential Tenant Improvement plan reviews are **\$284.00/riser**.

Permitted inspections occur when any occupancy has activities that are either hazardous or considered special. (An example of a hazardous activity is a business that houses or manufactures chemicals, or combustibles such as repair shops, chemical warehouses, or airport hangers. Special activities include places of assembly, tents, and high-pile storage facilities.) The average permitted inspection is **\$150.00/ea**.

Lastly, the Fire Prevention Division handles **Business License Inspection**, which carries a fee of **\$165.00/ea** for all new businesses. However, this fee is presently under review. The current amount being collected for Business License Inspections is **\$13.00/ea**.

Weed Abatement

- **12** hours were spent on weed abatement activities in the month of June.

Note: Due to the rainfall this year, we are seeing a much bigger problem with weeds. We believe that the Department will have to commit more staff time to this in the coming months, and that we will have to hire contractors to abate some properties **for which we have no funds**. The process to abate property requires Council approval.

Fire Investigation

- **0 hours** of investigation were performed in the month of June.

Public Education

- Dingle School (6/2/11) Station 1 Tour
- California Highway Patrol (6/11/11) Child Safety Seat Check
- Mom's Club (6/16/11) Station 1 Tour
- Woodland Healthcare (6/16/11) Fill "Duck" tank/Fairgrounds
- Orchard Supply Hardware (6/18/11) Fire Safety
- Montessori School (6/28/11) Fire Safety
- Park & Rec Dept. (6/29/11) Station Tour

Note: Funding for public education was eliminated in FY10/11 thereby cancelling our 1st Grade school program. The WFD will still visit schools and classrooms, conduct station tours, and attend public events upon request.

Maps

- There were no activities in the month of June.

TRAINING:

The following is a summary of training activities conducted in the Fire Training Division during the weeks of June 1 through June 30, 2011. During the month of June the following activities occurred at the Woodland Fire Department Training Division:

Training conducted at the Training Center including:

- 8 hours of Map class
- 24 hours of EMS King Tube (re-cert)
- 10 + hours Engine Company Inspections
- 4 hours of SCBA Fit Testing
- 12 hours of Leadership Class (Skillpath)
- 12 hours of Utilities, gas and electrical (PG&E)
- 6 hours of Team Building (Ropes Course Sac. State)

During the month of April, career staff reported a total of **678** hours of training, resulting in an average of **18.8** hours of training per person.

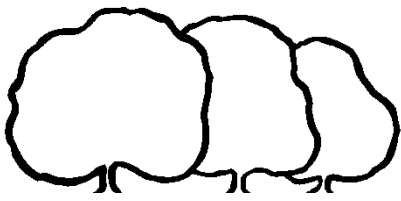
The reserve staff completed **29** hours of training in SCBA Fit Testing, EMS and shift Ride-a-longs.

Battalion Chiefs had a total of **78** hours of training, while Fire Prevention Staff had a total of **3.5** hours of training.

Highlights for the month of June: The Woodland Fire Department hosted a Command 1A class and participated in the Annual Woodland Chamber "Duck Pluck" BBQ where the WPFA received the "Salute to Excellence" award from the Chamber of Commerce.

June~ 2011 Training Hour(s):

Line staff	678.0
Battalion Chiefs	78.0
Fire Prevention	3.5
Reserves	29.0



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Second Reading of Amendment to Procurement Ordinance Sections
17B-1-4 and 17B-1-5, Increase Informal Bid Limit

Report in Brief

This is the second reading of this amendment to the City of Woodland Procurement Ordinance. The first reading of this amendment occurred at the City Council meeting of July 19, 2011. The Council voted to approve the amendment with a change to increase the minimum bid period for Informal Bids to 15 days. The attached amendment has been revised to incorporate this change.

The City Council adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCA) in 2007. On April 25, 2011, the California State Controller notified the City that the Informal Bid Limit for public works construction contracts will increase to \$175,000 effective July 1, 2011. This allows the City to increase the adopted informal bid limit from \$125,000 to \$175,000. The Informal Bid process reduces the administrative overhead and shortens the timeline for bidding and procuring services for these lower value contracts.

Staff recommends that the City Council adopt Ordinance No. 1531, "An Ordinance Of The City Council Of The City Of Woodland Amending Sections 17B-1-4 and 17B-1-5 of The Woodland Municipal Code Relating To The Informal Bid Limit Under The Uniform Public Construction Cost Accounting Act" to increase the Informal Bid Limit as described herein.

Background

On January 16, 2007, the City Council adopted the provisions of the Uniform Public Construction Cost Accounting Act (UPCCA) and introduced a Revised Procurement Ordinance to implement these provisions. The Revised Procurement Ordinance (Chapter 17B of the City Code) was adopted by Council on February 6, 2007. The Uniform Public Construction Cost Account Act commences at Section 22000 of the State Public Contract Code.

The UPCCA generally defines "public projects" as improvement, alteration or rehabilitation of any publicly owned, leased, or operated facility, including painting or repainting. "Public project" does not include maintenance work.

The Informal Bid process reduces the administrative overhead and shortens the timeline for bidding and procuring services for these lower value contracts. From a procedural standpoint, the informal bidding process has the following differences when compared to the formal bidding process:

- The Department head authorizes bidding instead of the City Council
- The purchasing office awards the project instead of the City Council
- Public Contract Code allows a shorter advertising period for informal bidding (10 days vs. 15 days) although Council has chosen a minimum period of 15 days
- Less formal procedures for notification of bidders

Discussion

The UPCCA provisions adopted in 2007 provide the following bidding limits:

1. Under \$30,000 (discretionary) – bids obtained according to purchasing policy; award by Department Head, can be awarded on the basis of best value.
2. Over \$30,000 and up to \$125,000 (Informal Bid) – use Informal Bid process to advertise and award construction contracts; Department Head authorizes bidding, Purchasing Officer awards construction contract. City Council may award if bids exceed \$125,000 and are less than \$137,500 by 4/5 vote. Awarded to the lowest responsive, responsible bidder.
3. Over \$125,000 (Formal Bid) – use Formal Bid process to advertise and award construction contracts; bid authorization and award by City Council. Awarded to the lowest responsive, responsible bidder.

The proposed Ordinance would increase the Informal Bid Limit from \$125,000 to \$175,000.

City staff would not have the authority to award bids if they exceed the Informal Bid limit of \$175,000. Per the City Attorney, this aspect of State Law was not changed by the State Controller. AB 943 in the State Legislature would remedy the ability to award if the lowest bid under the Informal Bid process is more than \$175,000 and less than \$187,500 by 4/5 vote of the City Council.

Staff has bid and constructed about five projects using the Informal Bid process since its adoption in 2007. These projects included the Armory Demolition, Dubach Park Demolition, Sewer Line Repairs (recently completed) and Well 28 utility connections (also recently completed). All projects were successfully bid, awarded and completed in about 60 days.

Most capital projects are designed, bid and awarded using the Formal Bid procedures. These projects have ranged in value from \$125,000 to many millions and the construction periods vary in length from months to years.

Staff recommends approval of this increase in the Informal Bid limit since it accounts for recent cost increases in materials, goods and services associated with public works construction projects.

Fiscal Impact

There is no fiscal impact to City.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. 1531, “An Ordinance Of The City Council Of The City Of Woodland Amending Sections 17B-1-4 and 17B-1-5 of The Woodland Municipal Code Relating To The Informal Bid Limit Under The Uniform Public Construction Cost Accounting Act” to increase the Informal Bid Limit as described herein.

Prepared by: Michael Karoly, PE
Sr. Civil Engineer

Reviewed by: Brent Meyer, PE
Principal Civil Engineer
City Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

Mark G. Deven
City Manager

Attachments: Revised Ordinance

ORDINANCE NO. 1531

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 17B-1-4 AND 17B-1-5 OF THE WOODLAND MUNICIPAL CODE RELATING TO THE INFORMAL BID LIMIT UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, the City of Woodland has elected to become subject to the Uniform Public Construction Cost Accounting Act ("Act"); and

WHEREAS, the California Uniform Construction Cost Accounting Commission recently recommended an increase of the informal bid limit under the Act to one hundred seventy-five thousand dollars effective July 1, 2011; and

WHEREAS, the City of Woodland wishes to promote submission of bids for informally bid projects, and increasing the notice period for informally bid projects would provide bidders additional time to submit bids.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Authority. The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Amendment. Section 17B-1-4 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 17B-1-4. - Bidding requirements—Public projects.

- (a) Thirty Thousand Dollars or Less. Public projects of thirty thousand dollars or less may be awarded by the department head of the department responsible for the project, or his or her designee by any alternative procedure.
- (b) Thirty Thousand One Dollars Through One Hundred Seventy-five Thousand Dollars. Public projects of more than thirty thousand dollars, but less than or equal to one hundred seventy-five thousand dollars may, except as otherwise provided in this Chapter 17B or the Uniform Public Construction Cost Accounting Act, be awarded by the purchasing officer pursuant to the informal bidding procedure set forth in Section 17B-1-5.
- (c) More Than One Hundred Seventy-five Thousand Dollars. Public projects of more than one hundred seventy-five thousand dollars shall, except as otherwise provided in this Chapter 17B or the Uniform Public Construction Cost Accounting Act, be awarded by the City Council pursuant to the formal bidding procedure set forth in Section 17B-1-6.

- (d) City Engineer Review of Plans and Specifications. The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the City's liability for dangerous conditions of public property.
- (e) City Council Review of Plans and Specifications. The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project of more than one hundred seventy-five thousand dollars.
- (f) Award. Contracts for public projects of thirty thousand dollars or less, if awarded, may be awarded in the best interests of the City. Contracts for public projects of more than thirty thousand dollars, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the purchasing officer may accept either one.
- (g) Dollar Limits and Change Orders or Amendments. The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception as provided in Section 17B-1-7 or the City's Purchasing Policies and Guidelines applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For public projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to twenty-five percent of the original contract amount.
- (h) No Bid Splitting. The City shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this article.

Section 3. Amendment. Section 17B-1-5 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 17B-1-5. – Informal Bidding Procedure.

- (a) Uses of Informal Bidding Procedure. This informal bidding procedure shall only be used when informal bidding is permitted by this article.
- (b) Contractor List. The purchasing officer shall develop and maintain, or provide for the development and maintenance of, a list of qualified contractors, identified according to categories of work, as described in Public Contract Code Section 22034(a). The list shall be developed and maintained in accordance with criteria established by the California Uniform Construction Cost Accounting Commission. In developing the list, the purchasing officer or his or her designee shall obtain from the Contractor's State License Board and from the

contractor's trade associations in the county designated by the commission, the names and addresses of qualified contractors located in the county.

- (c) Distribution of Notice Inviting Informal Bids. The purchasing officer or his or her designee shall provide a notice inviting informal bids not less than fifteen days before the bids are due. The notice inviting informal bids shall be mailed to either or both of the following:
 - (1) All contractors on the qualified contractors list maintained pursuant to subsection (b) of this section; and/or
 - (2) All construction trade journals specified by the commission pursuant to Public Contract Code Section 22036.
- (d) Contents of Notice Inviting Informal Bids. At a minimum, the notice inviting informal bids shall:
 - (1) Describe the project in general terms;
 - (2) State how to obtain more detailed information about the project;
 - (3) State the date, time, and place for the submission of sealed bids; and
 - (4) Include any other information required by state or local law, as determined by the city attorney.
- (e) Proprietary Projects, Products, or Services. If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one contractor, and that no equivalent projects, products or services are available, the notice inviting informal bids may be sent exclusively to such contractor.
- (f) Contents of Bid and Contract Documents. The contents and form of the bid and contract documents shall be approved by the department head of the using department, as well as the city attorney; provided, however, that the city attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.
- (g) Confidentiality. Only sealed bids shall be accepted by the city. Sealed bids shall not be opened prior to the date of bid opening, as specified by the city in its notice inviting informal bids.
- (h) Bidder's Security. When required by applicable law or determined necessary by the city manager or purchasing officer, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by state or local law.
- (i) Rejection of Bids. The city may, in its sole and absolute discretion, reject all bids presented. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates for the project, the city shall have the option of any of the following:

- (1) Abandon the project;
 - (2) Readvertise for bids in the manner described in this article; or
 - (3) By passage of a resolution by a four-fifths vote of the city council, declare that the project can be performed more economically by the employees of the city and have the project done by force account.
- (j) No Bids Received. If no bids are received, the purchasing officer may award the contract by any alternative procedure.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. Effective Date and Notice. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall, within fifteen (15) days of its adoption, cause this Ordinance to be posted or published in a newspaper of general circulation published and circulated in the City of Woodland. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED by the City Council this 6th day of September, 2011, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Andrew J. Morris, City Attorney

ORDINANCE NO. 1531

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 17B-1-4 AND 17B-1-5 OF THE WOODLAND MUNICIPAL CODE RELATING TO THE INFORMAL BID LIMIT UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, the City of Woodland has elected to become subject to the Uniform Public Construction Cost Accounting Act ("Act"); and

WHEREAS, the California Uniform Construction Cost Accounting Commission recently recommended an increase of the informal bid limit under the Act to one hundred seventy-five thousand dollars effective July 1, 2011; and

WHEREAS, the City of Woodland wishes to promote submission of bids for informally bid projects, and increasing the notice period for informally bid projects would provide bidders additional time to submit bids.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

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Section 2. Amendment. Section 17B-1-4 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 17B-1-4. - Bidding requirements—Public projects.

- (a) Thirty Thousand Dollars or Less. Public projects of thirty thousand dollars or less may be awarded by the department head of the department responsible for the project, or his or her designee by any alternative procedure.
- (b) Thirty Thousand One Dollars Through ~~One Hundred Twenty-five Thousand Dollars~~ **One Hundred Seventy-five Thousand Dollars**. Public projects of more than thirty thousand dollars, but less than or equal to ~~one hundred twenty-five thousand dollars~~ **one hundred seventy-five thousand dollars** may, except as otherwise provided in this Chapter 17B or the Uniform Public Construction Cost Accounting Act, be awarded by the purchasing officer pursuant to the informal bidding procedure set forth in Section 17B-1-5.
- (c) More Than ~~One Hundred Twenty-five Thousand Dollars~~ **One Hundred Seventy-five Thousand Dollars**. Public projects of more than ~~one hundred twenty-five thousand dollars~~ **one hundred seventy-five thousand dollars** shall, except as otherwise provided in this Chapter 17B or the Uniform Public Construction Cost Accounting Act, be awarded by

the City Council pursuant to the formal bidding procedure set forth in Section 17B-1-6. ~~If all bids received are over one hundred twenty-five thousand dollars, the City Council may, with the approval of a four-fifths vote of those members present and without following the formal bidding procedure, award the contract in an amount not exceeding one hundred thirty-seven thousand five hundred dollars to the lowest responsive and responsible bidder, so long as the City Council also determines that the City's cost estimate for the project was reasonable. Public projects in excess of one hundred thirty-seven thousand five hundred dollars must be awarded by the City Council pursuant to the formal bidding procedure.~~

- (d) City Engineer Review of Plans and Specifications. The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the City's liability for dangerous conditions of public property.
- (e) City Council Review of Plans and Specifications. The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project of more than ~~one hundred twenty-five thousand dollars~~ **one hundred seventy-five thousand dollars**.
- (f) Award. Contracts for public projects of thirty thousand dollars or less, if awarded, may be awarded in the best interests of the City. Contracts for public projects of more than thirty thousand dollars, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the purchasing officer may accept either one.
- (g) Dollar Limits and Change Orders or Amendments. The dollar limits indicated herein shall apply to the original contract and to any amendments or change orders. To this end, therefore, unless an exception as provided in Section 17B-1-7 or the City's Purchasing Policies and Guidelines applies, any contract amendment or change order which would increase the contract amount above any threshold stated herein shall comply with the requirements applicable to the increased contract amount. For public projects awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to twenty-five percent of the original contract amount.
- (h) No Bid Splitting. The City shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this article.

Section 3. Amendment. Section 17B-1-5 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 17B-1-5. – Informal Bidding Procedure.

- (a) Uses of Informal Bidding Procedure. This informal bidding procedure shall only be used when informal bidding is permitted by this article.
- (b) Contractor List. The purchasing officer shall develop and maintain, or provide for the development and maintenance of, a list of qualified contractors, identified according to categories of work, as described in Public Contract Code Section 22034(a). The list shall be developed and maintained in accordance with criteria established by the California Uniform Construction Cost Accounting Commission. In developing the list, the purchasing officer or his or her designee shall obtain from the Contractor's State License Board and from the contractor's trade associations in the county designated by the commission, the names and addresses of qualified contractors located in the county.
- (c) Distribution of Notice Inviting Informal Bids. The purchasing officer or his or her designee shall provide a notice inviting informal bids not less than ~~ten~~ **fifteen** days before the bids are due. The notice inviting informal bids shall be mailed to either or both of the following:
 - (1) All contractors on the qualified contractors list maintained pursuant to subsection (b) of this section; and/or
 - (2) All construction trade journals specified by the commission pursuant to Public Contract Code Section 22036.
- (d) Contents of Notice Inviting Informal Bids. At a minimum, the notice inviting informal bids shall:
 - (1) Describe the project in general terms;
 - (2) State how to obtain more detailed information about the project;
 - (3) State the date, time, and place for the submission of sealed bids; and
 - (4) Include any other information required by state or local law, as determined by the city attorney.
- (e) Proprietary Projects, Products, or Services. If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one contractor, and that no equivalent projects, products or services are available, the notice inviting informal bids may be sent exclusively to such contractor.
- (f) Contents of Bid and Contract Documents. The contents and form of the bid and contract documents shall be approved by the department head of the using department, as well as the city attorney; provided, however, that the city attorney

need not review or approve the contents of the technical specifications, drawings, and other technical documents.

- (g) Confidentiality. Only sealed bids shall be accepted by the city. Sealed bids shall not be opened prior to the date of bid opening, as specified by the city in its notice inviting informal bids.
- (h) Bidder's Security. When required by applicable law or determined necessary by the city manager or purchasing officer, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by state or local law.
- (i) Rejection of Bids. The city may, in its sole and absolute discretion, reject all bids presented. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates for the project, the city shall have the option of any of the following:
 - (1) Abandon the project;
 - (2) Readvertise for bids in the manner described in this article; or
 - (3) By passage of a resolution by a four-fifths vote of the city council, declare that the project can be performed more economically by the employees of the city and have the project done by force account.
- (j) No Bids Received. If no bids are received, the purchasing officer may award the contract by any alternative procedure.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. Effective Date and Notice. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall, within fifteen (15) days of its adoption, cause this Ordinance to be posted or published in a newspaper of general circulation published and circulated in the City of Woodland. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED this _____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

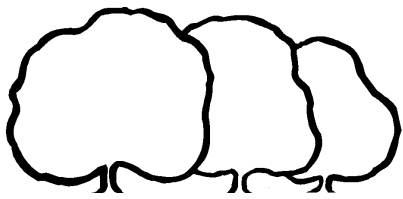
Art Pimentel
Mayor

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Andrew Morris
City Attorney



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Third Amendment to City Manager Employment Agreement

Report in Brief

One of the key strategies associated with General Fund expenditure reductions was the implementation of furloughs for all Woodland employees. Nearly all City employee bargaining units have reached agreement on the implementation of furloughs through the negotiation process and this condition was incorporated into updated Memoranda of Understanding. However, the implementation of furloughs for the City Manager requires a minor modification of the employment agreement. This modification has been incorporated into the attached document and prepared for the Council's consideration.

Staff recommends that the City Council approve the Third Amendment to the City Manager's Employment Agreement which will allow the implementation of furloughs in a manner that is consistent with nearly all other City employees.

Background

The FY 2012 budget and the updated 10-year Financial Plan for the General Fund requires the implementation of furloughs in order to avoid further reductions of employees and service levels. Furloughs that essentially reduced work hours and salaries by approximately 4.6% along with the freezing of health insurance premiums at 2009 levels were key strategies that achieved reductions of approximately \$800,000. These savings were part of a plan that included retirement incentives, deletion of vacant positions, limited layoffs, modification of service levels and new revenue generated by the 2010 quarter-cent sales tax measure, extension of the solid waster franchise agreement and the fire service grant. The cumulative impact of these actions offset a General Fund deficit which enabled the City Council to approve a balanced the FY 2012 budget and 10-year Financial Plan.

Implementation of the furloughs was achieved through the negotiation process with most of Woodland's employee bargaining units. The bargaining units understood the need to agree to compensation reductions in response to the current economic conditions. Therefore, most units agreed to three years of furloughs that essentially amounted to the loss of 12 days of paid time. This

condition was incorporated into Memoranda of Understanding that were approved by most of the bargaining units and the City Council in 2009 and 2010. If this condition had not been accepted by the bargaining units, several employees would have been involuntarily discharged through layoffs in 2009 and 2010.

In order to adhere to the conditions of the City Manager's employment agreement, a minor modification is necessary to formally provide a condition that allows furloughs to be applied to the City Manager. This condition is essentially the same condition that was approved in 2009 and 2010 and incorporated into the First and Second Amendments to the City Manager's Employment Agreement. The attached Third Amendment to the City Manager's Employment Agreement simply continues implementation of the furlough/salary reduction program through June 30, 2012.

Discussion

The Third Amendment to the City Manager's Employment Agreement adds Subsection (F) that summarizes the implementation of furloughs which is consistent with most of the other City bargaining units. Specifically, the Amendment will require 96 hours of unpaid furlough that will be held in a "bank" separate from vacation and other leave time. The furlough days are listed which is consistent with most of the other bargaining units. Finally, the use of any furlough time in lieu of sick leave or vacation must be tracked in accordance with City policies. The Amendment is retroactive to July 1, 2011.

Fiscal Impact

Approval of the Amendment will reduce City costs by approximately \$8,500.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve the Third Amendment to the City Manager's Employment Agreement which will allow the implementation of furloughs in a manner that is consistent with nearly all other City employees.

Mark G. Deven
City Manager

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT ("Second Amendment") is entered into this ____ day of September, 2011, by and between the City of Woodland, a California municipal corporation ("Employer" or "City"), and Mark G. Deven, an individual ("Employee"), on the terms and conditions set forth below:

RECITALS

- A. Employer and Employee have previously entered into an employment agreement (the "Agreement") dated June 5, 2007 under which the Employee is employed as Employer's City Manager.
- B. In light of the current economic climate, Employer has been forced to reduce to its budget and otherwise conserve its fiscal resources.
- C. Section 3(D) of the Agreement prohibits Employer from reducing Employee's base salary, compensation or financial benefits during the term of the Agreement, unless as part of a general management salary reduction.
- D. In the event of a general salary reduction, Section 3(D) requires that the reduction to Employee's salary be no greater percentage than the average reduction of all City's management employees.
- E. On December 3, 2009, Employer and Employee executed an amendment to the Agreement ("First Amendment") to include the City Manager in the City's furlough program for its management employees for the 2009/2010 fiscal year.
- F. On July 20, 2010, Employer and Employee executed a second amendment to the Agreement ("Second Amendment") to include City Manager in the City's furlough program for its management employees for the 2010/2011 fiscal year.
- G. Employer and Employee currently wish to further amend the Agreement to include Employee in the City's furlough program for the 2011/2012 fiscal year.
- H. Section 19(A) of the Agreement requires that any amendments or modifications to the Agreement be made by mutual written agreement.
- I. Employer and Employee wish to modify the Agreement as provided below, retroactive to July 1, 2011.

1. COMPENSATION.

Subsection (F) is added to Section 3 of the Agreement to read in full as follows:

Notwithstanding anything to the contrary in this Section 3,
Employee agrees to an unpaid furlough of 96 hours in fiscal year

2011/12 (July 1, 2011 – June 30, 2012). Hours will be deducted in equal amounts from each regular payment interval. Furlough time will be held in a bank separate from vacation or sick time. Employee having furlough time in his furlough bank will be allowed to use furlough time instead of sick time or vacation time. In addition Employer will designate days that Employer's offices will be closed. Notwithstanding Section 12, unless instructed to work, Employee will utilize furlough hours on those days. Presently, it is the Employer's intention to be closed on November 21, 22 and 23, 2011; December 19, 20, 21, 22, 23, 27, 28, 29 and 30, 2011; and May 25, 2012. For fiscal year 2011/12, Employee will receive four vacation hours in lieu of the ½ day Christmas Eve holiday.

When using furlough time in lieu of sick time or vacation, all furlough time use requests must be made in accordance with Employer's policies applicable to its management employees and will be subject to the restrictions on the type of leave. Employee shall be responsible for monitoring the amount of time in Employee's furlough bank. Proper use of furlough time is Employee's responsibility. The parties expect that Employee will use his furlough time by the end of the fiscal year; however, balances will be carried forward. If Employee works a designated furlough day, he will receive his regular pay, and will have to take another day as the replacement furlough day in accordance with Employer's policies applicable to its management employees. Furlough hours and usage will be prorated if Employee's employment is terminated before the end of the 2011/12 fiscal year with appropriate adjustments made to any severance payment made to Employee pursuant to Section 9.

2. AGREEMENT.

Employer and Employee agree and acknowledge that except as explicitly modified by the First Amendment and this Second Amendment, the Agreement remains in full force and effect, and that this Second Amendment is intended to have retroactive effect and shall be deemed to have become effective on July 1, 2011.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective on the day and year first written above.

EMPLOYER:

CITY OF WOODLAND

By: _____
Artemio Pimentel, Mayor

Date

EMPLOYEE:

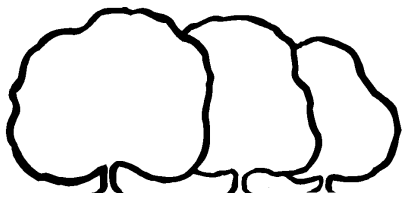
Mark G. Deven

Date

APPROVED AS TO FORM

Andrew Morris, City Attorney
Best Best & Krieger LLP

Date



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Agreement With Francis Borcalli for Project Management Services for
the Lower Cache Creek Feasibility Study

Report in Brief

The City of Woodland has been engaged in a focused flood mitigation program in collaboration with Yolo County and the Yolo County Flood Control and Water Conservation District since 2007. This program became known as floodSAFE Yolo. Through this effort, a strategy has evolved that has identified major issues and a potential solution. In order to facilitate implementation of this solution, the City must engage the US Army Corps of Engineers (USACE), State Department of Water Resources (DWR) and other local agencies. This process requires various studies necessary to validate assumptions associated with the potential solution and the resources necessary to fund these studies must be secured.

The development of a potential solution through the work of floodSAFE Yolo has been primarily driven by the program's project manager, Fran Borcalli. Mr. Borcalli is a well known and highly qualified Civil and Agricultural Engineer who understands the issues associated with flood mitigation better than any other single resource. In order to continue the progress made by floodSAFE Yolo, staff believes it is essential to engage Mr. Borcalli as the City's project manager to lead the process required to complete the required studies.

Staff recommends that the City Council approve a Professional Services Agreement between the City of Woodland and Francis Borcalli, P.E., for project management services for the Lower Cache Creek Feasibility Study as described herein.

Background

Addressing the flood threat to Woodland and other parts of Yolo County has been a challenging effort that has spanned several years. As the Council is aware, some of these efforts have fallen short of implementation. Recently, the City has focused on highly collaborative strategies to address the flood threat in a manner that meets the expectations of Woodland property owners and people who live in the rural area.

One example of the highly collaborative approach is working through the Yolo County Integrated Regional Water Management Plan (IRWMP). The IRWMP was adopted by the member agencies of the Water Resources Association of Yolo County (WRA) in June 2007 and was also adopted by the WRA Board in July 2007. During formulation of the IRWMP, the resource issue most critical to the participating organizations and citizens was resolving the flood risks associated with Cache Creek.

Respecting stakeholder concerns relating to flood-related issues, the City, the County of Yolo, and the Yolo County Flood Control & Water Conservation District entered into a Memorandum of Understanding to formulate a flood management program for the western part of the County. Soon after embarking on the flood management efforts, the program was named the “floodSAFE Yolo Pilot Program” (floodSAFE Yolo). This was done, in part, to acknowledge agreement with the goals, objectives and purposes for flood management as identified by DWR for the FloodSAFE California Initiative. The floodSAFE Yolo partners engaged Francis Borcalli, P.E., to manage the project. Mr. Borcalli was supported by a Project Advisory Committee (PAC) that included key representatives from each partner agency. The City’s key member of the PAC was Senior Civil Engineer Mark Cocke.

A primary focus of floodSAFE Yolo was directed at identifying potential solutions to the flood risks from Cache Creek which would have high prospects of being accepted by the community. Concurrently, effort was directed at working with DWR and the USACE to continue the feasibility study that was discontinued in 2003. An important first step was to update the hydrology for Cache Creek. This was initiated by the City and completed by floodSAFE Yolo.

The report on the hydrology update for Cache Creek is currently being reviewed by the USACE. In association with this work, floodSAFE Yolo has identified a potential solution that is effectively aimed at recovering flood conveyance directly to the Yolo Bypass, a natural floodway that was removed with the construction of the Cache Creek Settling Basin.

Seeking a flood risk reduction solution for the City and adjacent properties has been somewhat frustrating. The parties responsible, the Central Valley Flood Protection Board (CVFPB) and the USACE, fail to acknowledge the impact to the City from construction of the Basin improvements in 1992. Similarly, Caltrans avoids entering into any discussion of the situation in spite of the fact that approximately two miles of Interstate 5 are subject to deep flooding for an indefinite period of time following a major event.

Efforts are underway to continue the feasibility study. A Non-Federal Cost Share Agreement has been executed between the City and the CVFPB and the Federal Cost Share Agreement between the City, CVFPB, and USACE was recently executed as well. Unfortunately, it does not appear that the USACE will have funding appropriated for the Lower Cache Creek Feasibility Study (LCCFS) in Fiscal Years 2011 and 2012. The City Council will consider a related action on September 6 to engage a firm to provide federal advocacy services in order to seek funds to support the USACE.

While seeking funds for the USACE is critical, it is not the only activity the City should be engaged in at the present time. The City should explore opportunities for advancing the LCCFS without federal resources by engaging the DWR and conducting other work which will support this effort. In order to maintain the momentum generated by floodSAFE Yolo, staff has held discussion with Mr. Borcalli and a proposal has been developed to engage his services as the Project Manager. This proposal has been incorporated into the attached agreement which has been prepared for the Council's consideration.

Discussion

The services outlined in Mr. Borcalli's proposal and incorporated into the attached agreement are based upon his experience in planning and implementing numerous feasibility studies, the design and construction of capital projects and knowledge of the issues associated with the Cache Creek Settling Basin. The services also reflect Mr. Borcalli's understanding of the technical deficiencies in the work performed by the USACE related to the Cache Creek Settling Basin and the initial work on the Lower Cache Creek Feasibility Study. City staff and Mr. Borcalli believe that the City's interest was not duly represented in previous efforts to address these issues.

Therefore, as Project Manager, Mr. Borcalli would represent the City in managing the administrative and technical aspects of the LCCFS. In serving the City in this capacity, Mr. Borcalli would perform the following services:

- Coordinate with the City on administrative and technical aspects of the study consistent with the organization and communication protocols adopted for the feasibility study;
- Participate with the USACE's Project Delivery Team and Executive Committee, as defined in the Project Management Plan (PMP);
- Coordinate with the USACE and DWR in managing the technical work required to complete the study;
- Prepare Requests for Qualifications/Proposals for professional services such as engineering, outreach and real estate valuation to perform work consistent with the executed PMP;
- Oversee approved contracts for the selected professional services;
- Coordinate with the City in tracking creditable expenditures;
- Coordinate and participate with the City in making informational updates to the City Council, floodSAFE Yolo, the Water Resources Association of Yolo County (WRA), the Yolo County Board of Supervisors, and other entities consistent with the adopted public outreach and public involvement plan.

It is important for the City Council to note that the engagement of Mr. Borcalli will have value to the City beyond the scope of services summarized herein. Mr. Borcalli is well known as an expert on flood related issues within the region and has formed an excellent relationship with key City staff, including the City's own "in-house" expert, Senior Civil Engineer Mark Cocke.

The City Council's approval of the attached agreement will enable work to begin immediately in association with this effort. Mr. Borcalli is in the process of transitioning from his current responsibilities as the floodSAFE Yolo Project Manager to the proposed engagement with the City if the agreement is approved by the City Council.

Fiscal Impact

Approval of the agreement with Mr. Borcalli will not exceed \$100,000 for FY 2012. The exact cost will depend on how the Lower Cache Creek Feasibility Study is implemented. If the LCCFS is implemented in a manner wherein the City takes the lead in managing the work, it is anticipated that Mr. Borcalli will work up to a maximum of 100 hours per month. At this rate, the maximum allocation for the agreement could be expended. If the LCCFS is implemented with the USACE or DWR taking the lead, Mr. Borcalli will likely work fewer hours and the maximum amount would not be expended. In any case, the maximum will not exceed the amount stated in the agreement. This project will be funded through Capital Project No. 09-15, floodSAFE Yolo/Cache Cree Feasibility Study. This project was included in the capital program approved by the City Council on July 19, 2011. The total project budget is \$250,000.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement between the City of Woodland and Francis Borcalli, P.E., for project management services for the Lower Cache Creek Feasibility Study as described herein.

Mark G. Deven
City Manager

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR
LOWER CACHE CREEK FEASIBILITY STUDY PROJECT MANAGEMENT
SERVICES**

This Agreement is entered into this 6th day of September, 2011 by and between the City of Woodland, a California municipal corporation ("City"), and Francis Borcalli, P.E., a Consulting Civil Engineer ("Consultant").

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional Project Management consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, dated May 24, 2011, (attached hereto for ease of reference as Exhibit "A" but not incorporated herein) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional Project Management consultant services ("Services"). The Services are more particularly described in Exhibit "A."

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the term of this Agreement more particularly described as September 6, 2011- June 30, 2012.

**Professional Services Agreement for
Lower Cache Creek Feasibility Study Consulting Services**

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2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth on Page 5 of Exhibit "A." The total compensation shall not exceed One-Hundred Thousand Dollars (\$100,000) without City's prior written approval. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon. The maximum interest rate paid on any overdue invoices owed to the Consultant shall be 0.833% per month or 10% per year.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City

shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Project Manager. The Consultant is the project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant in the performance of Services and shall be available to Consultant at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

6. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

6.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise

recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

6.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

7. ACCOUNTING RECORDS.

7.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

8. SUBCONTRACTING.

8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

9. TERMINATION OF AGREEMENT.

9.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days

**Professional Services Agreement for
Lower Cache Creek Feasibility Study Consulting Services**

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before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

9.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

9.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

10. GENERAL PROVISIONS.

10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
City Manager's Office
300 First Street
Woodland, CA 95695
Attn: Mark G. Deven

Consultant:

Francis E. Borcalli,
Consulting Civil Engineer
P.O. Box 234
Yolo, CA 95697

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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Lower Cache Creek Feasibility Study Consulting Services**

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10.2 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

10.3 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

10.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.5 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.7 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and all other costs of such action.

10.8 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

10.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

10.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

10.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

10.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.17 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

10.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**Professional Services Agreement for
Lower Cache Creek Feasibility Study Consulting Services**

CIP

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

CITY OF WOODLAND

FRANCIS E. BORCALLI

By: _____
Mark G. Deven
City Manager

By: _____
Francis E. Borcalli
Project Manager

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Andrew Morris, Best Best & Krieger LLP, City Attorney

**EXHIBIT "A"
May 24, 2011 Proposal**

Francis E. Borcalli, P.E.
Consulting Civil Engineer

May 24, 2011

Mr. Mark Deven, City Manager
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Deven:

Subject: Lower Cache Creek Feasibility Study, Consulting Services Proposal – Project Management

As a follow up to our discussion and your request on February 25, 2011, I am submitting this proposal to provide Project Management Services to assist the City of Woodland (City) in implementing the Lower Cache Creek Feasibility Study (LCCFS). This work would be performed in close coordination with the U.S. Army Corps of Engineers (USACE) and the Central Valley Flood Protection Board/Department of Water Resources (CVFPB/DWR). The proposal has been prepared to provide the City with a description of the prospective role and responsibilities that I feel would be appropriate for representing the City's interest in the feasibility study and an estimated budget for performing the associated work.

PROPOSED ROLE AND RESPONSIBILITIES

The role and responsibilities outlined in this proposal are based upon my experience in planning and implementing numerous feasibility studies, as well as the design and construction of capital projects. The role and responsibilities outlined also reflect my understanding of the technical deficiencies in the work performed by the USACE related to the Cache Creek Settling Basin and the initial work on the Lower Cache Creek Feasibility Study. In my judgment, the City's interest, for whatever reasons, was not duly represented in those efforts.

In offering to serve the City in the role of Project Manager I would represent the City in managing the administrative and technical aspects of the LCCFS. In serving the City in this capacity, I would perform the following services:

1. Coordinate with the City on administrative and technical aspects of the study consistent with the organization and communication protocols adopted for the feasibility study.

2. Participate with the USACE's Project Delivery Team and Executive Committee, as defined in the Project Management Plan (PMP).
3. Coordinate with the USACE and DWR in managing the technical work required to complete the study.
4. Prepare Requests for Qualifications/Proposals for professional services to perform "work-in-kind" consistent with the executed PMP. This would also include managing the process for soliciting qualifications and proposals and participating in making recommendations for selecting the best qualified firm. This work would be coordinated with the Project Delivery Team noted in Item 2. above. Firm's considered, would have personnel with the background and demonstrated expertise in the following disciplines:
 - Public outreach and public involvement.
 - Engineering, hydrology, hydraulics, and sediment transport.
 - Geotechnical engineering.
 - Environmental sciences and hazardous/toxic substances.
 - Assessment district formation / project financing.
 - Real estate.
 - Recreation.
5. Assist in preparing and negotiating task orders with selected firms for performing specific assignments.
6. Manage the execution/implementation of task orders.
7. Coordinate with the City in tracking creditable expenditures.
8. Coordinate and participate with the City in making informational updates to the City Council, floodSAFE Yolo, the Water Resources Association of Yolo County (WRA), the Yolo County Board of Supervisors, and other entities consistent with the adopted public outreach and public involvement plan.

QUALIFICATIONS

Professional Background

Provided below is a discussion of my professional background.

Licensed Civil Engineer and Agricultural Engineer with over 40 years experience in the planning, design, construction, and management of water resources projects. As project manager and major participant in numerous projects working with a wide range of stakeholder interests, acquired a unique range of experience that provides for effective solutions to resource issues. Responsibilities include: assembling and managing multi-disciplined teams; preparing water and resource management plans; preparing design reports and construction documents; preparing construction and procurement specifications; and administering construction management services for a variety of projects. I was the managing principal for Borcalli & Associates, Inc., from 1988 until April 2002, when a merger was executed with Wood Rodgers, Inc. From April 2002 to December 2007, I managed the Water Resources Department of Wood Rodgers, Inc. Beginning in January 1998, I began working in the water resources area as a consulting engineer and part-time/contract employee.

<i>Relevant Projects</i>	My background and experience in the general areas of water and resources planning and engineering are summarized below.
<i><u>Expertise:</u></i>	
<i>Construction Management</i>	<u><i>Water and Resources Planning</i></u>
<i>Construction Plans and Specifications</i>	Involved as a Project Manager and/or principal technical participant in formulating comprehensive plans for water and resource development and management at regional and local jurisdictional levels. Various examples of this background and experience include preparing: a Fish and Wildlife Management Plan for the Trinity River Basin in Northern California; a comprehensive fish passage enhancement plan for the Butte Creek system; an Integrated Regional Water Management Plan for Yolo County; water management plans for Yolo County, El Dorado County, Lake County, and Calaveras County, and the Yolo County Flood Control & Water Conservation District; a unified development plan for the Sao Francisco River Basin in northeast Brazil; and resources/sectoral studies for the Amazon River Basin in Brazil.
<i>Conjunctive Water Use</i>	
<i>Fish Screens/Fish Passage Facilities</i>	
<i>Flood Control/Floodplain Mapping</i>	<u><i>Water Resources Engineering</i></u>
<i>Feasibility Studies/Design Reports</i>	
<i>Hydraulic Structures</i>	Involved as a Project Manager and/or principal technical participant in the planning, design, and construction of a wide range of water resources projects for irrigation, drainage, flood control, fish
<i>Irrigation and Drainage</i>	

<i>Pumping Plants</i>	passage, hydroelectric power, and special hydraulic structures. Examples of this background and experience include: planning, feasibility investigations, and design for irrigation projects ranging in size from 10,000 to 250,000 acres in Iran, Afghanistan, Thailand, and Bolivia; hydroelectric projects from 500 kW to 14 MW on the Kern River, Isabella Dam, Santa Felicia Dam, Indian Valley Dam, Virginia Ranch Dam, and Lost Creek in California; pump and gravity river diversions ranging from 100 to 600 cfs with state-of-the-art fish screens on the Sacramento River, Deer Creek, the Salinas River, Butte Creek, the Ventura River, and the Suisun Marsh; fish passage facilities on the Ventura River, Salinas River, Butte Creek, the Sutter Bypass, and the Butte Sink; storm drainage/flood control master plans and engineering for the cities of West Sacramento, Winters, and Woodland, South Sutter County, and North Natomas in Sacramento County; and flood control levees.
<i>Storm Drainage Master Plans</i>	
<i>Systems Operations</i>	
<i>Water Needs Analysis</i>	
<i>Comprehensive Resource Planning</i>	

Recent Assignments

Project Manager, Department of Water Resources, Floodplain Mapping Central Valley, CA

Project Manager for this five-year, \$25-million contract to provide engineering support services for the State of California's Central Valley Floodplain Evaluation and Delineation Program, Lower Sacramento River Basin encompassing 2,300 square miles and includes: the Feather, Yuba, Bear, Sacramento, and American Rivers; the Yolo Bypass; and the Westside Tributaries of Cache Creek, Willow Slough/Dry Slough, and Putah Creek. Responsibilities include developing work assignments, staff and subconsultant coordination and quality control reviews, contract task order scoping and negotiation, quality control, and study management. The work includes capturing and processing LiDAR data and aerial imagery for 1,900 square miles; developing 2-D floodplain models for delineating 100-, 200-, and 500-year floodplains; developing and calibrating 1-D and 2-D riverine models for 10-, 50-, 100-, 200- and 500-year events; and performing field/bathymetric surveys and structure surveys for over 1,000 miles of streams.

Project Manager, Integrated Regional Water Management Plan, Yolo County, Water Resources Association, Woodland, CA

Program Manager for obtaining grant funding and formulating the Yolo County Integrated Regional Water Management (IRWMP). This involved managing several subconsultants and working closely with a Technical Committee of the WRA to formulate a strategic plan to guide the activities of the respective agencies and involved stakeholders in advancing programs dealing with water supply and drought preparedness, storm drainage and flood control, water quality, ecosystem restoration, and recreation.

Project Manager, floodSAFE Yolo Pilot Program

Currently assisting the City of Woodland, the County of Yolo, and the Yolo County Flood Control & Water Conservation District in implementing flood management related elements of the IRWMP applicable to the western portion of Yolo County. This work is being performed under the umbrella of the floodSAFE Yolo Pilot Program.

Program Manager, Reclamation District No. 2103 Assessment District

Worked with a team in formulating an assessment district, which was in compliance with Proposition 218. The purpose was to fund the operations and maintenance of the Bear River levees, which had been improved to provide 100-year protection from the risk of flooding. An Engineer's Report was prepared to support the assessment district. The vote in favor of the assessment district was greater than 75 percent.

BUDGET

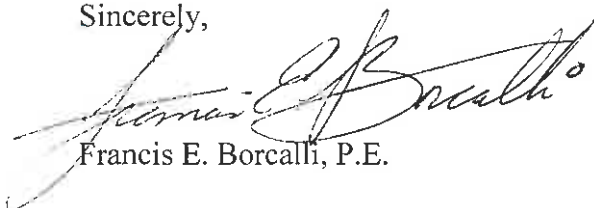
The budget for performing the Program Management services enumerated above will vary depending upon how the feasibility study is implemented. This is to say that, if implemented under a traditional USACE approach and schedule, my involvement would be at one level. On the other hand, if the feasibility study is implemented on a more aggressive schedule consistent with the desires of the City, my involvement will be greater. Depending upon how the feasibility study is implemented my effort would likely range from an average of 40 to approximately 100 hours per month. In 2011, with my rate of \$125 per hour, this would amount to \$5,000 to \$12,500 per month. During the course of the work, support services in word processing and ACAD/GIS may be required. These services cannot be estimated at this time, but in some months could amount to \$5,000 to \$6,000.

SCHEDULE

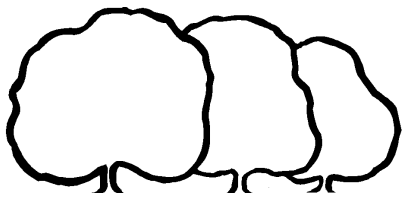
The schedule for implementing the feasibility study is uncertain at this time. Once the Federal Cost Share Agreement (FCSA) is executed, the City's expenditures for work related to the feasibility study can be captured and credited to the City for its cost share. Upon execution of the FCSA, a work plan and schedule would be prepared that identifies the prioritization and scheduling of in-kind work to best meet the interests of the City.

I appreciate and thank you for the opportunity to present this proposal for consideration by the City.

Sincerely,



Francis E. Borcalli, P.E.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Agreement With The Ferguson Group for Federal Representation and
Advocacy Services for Flood Mitigation

Report in Brief

The City of Woodland has been engaged in a focused flood mitigation program in collaboration with Yolo County and the Yolo County Flood Control and Water Conservation District since 2007. This program became known as floodSAFE Yolo. Through this effort, a strategy has evolved that has identified major issues and a potential solution. In order to facilitate implementation of this solution, the City must engage the US Army Corps of Engineers (USACE), State Department of Water Resources (DWR) and other local agencies. This process requires various studies necessary to validate assumptions associated with the potential solution and the resources necessary to fund these studies must be secured.

After reviewing strategies to secure these resources, City officials believe the engagement of a consultant that is skilled in the area of federal advocacy would be an appropriate investment of resources. The cost to conduct the necessary studies to validate the flood solution is estimated at \$5.6 million. At this time no federal resources have been allocated to the USACE to conduct the studies or coordinate review of information developed by the City or DWR.

Recently, City officials became aware of The Ferguson Group (TFG). This organization has a proven track record of successful federal advocacy on behalf of a wide variety of clients on matters such as flood control. Staff has received a proposal from TFG which has been favorably evaluated and prepared for Council consideration.

Staff recommends that the City Council approve a Professional Services Agreement between the City of Woodland and The Ferguson Group for advocacy services to develop a comprehensive federal government relations action plan to secure federal assistance to address the flood threat and water quality issues associated with the Cache Creek Settling Basin project as described herein.

Background

Addressing the flood threat to Woodland and other parts of Yolo County has been a challenging effort that has spanned several years. As the Council is aware, some of these efforts have fallen short of implementation. Recently, the City has focused on highly collaborative strategies to address the flood threat in a manner that meets the expectations of Woodland property owners and people who live in the rural area.

One example of the highly collaborative approach is working through the Yolo County Integrated Regional Water Management Plan (IRWMP). The IRWMP was adopted by the member agencies of the Water Resources Association of Yolo County (WRA) in June 2007 and was also adopted by the WRA Board in July 2007. During formulation of the IRWMP, the resource issue most critical to the participating organizations and citizens was resolving the flood risks associated with Cache Creek.

Respecting stakeholder concerns relating to flood-related issues, the City, the County of Yolo, and the Yolo County Flood Control & Water Conservation District, entered into a Memorandum of Understanding to formulate a flood management program for the western part of the County. Soon after embarking on the flood management efforts, the program was named the “floodSAFE Yolo Pilot Program” (floodSAFE Yolo). This was done, in part, to acknowledge agreement with the goals, objectives and purposes for flood management as identified by DWR for the FloodSAFE California Initiative.

A primary focus of floodSAFE Yolo was directed at identifying potential solutions to the flood risks from Cache Creek which would have high prospects of being accepted by the community. Concurrently, effort was directed at working with DWR and the USACE to continue the feasibility study that was discontinued in 2003. An important first step was to update the hydrology for Cache Creek. This was initiated by the City and completed by floodSAFE Yolo.

The report on the hydrology update for Cache Creek is currently being reviewed by the USACE. In association with this work, floodSAFE Yolo has identified a potential solution that is effectively aimed at recovering flood conveyance directly to the Yolo Bypass, a natural floodway that was removed with the construction of the Cache Creek Settling Basin.

Seeking a flood risk reduction solution for the City and adjacent properties has been somewhat frustrating. The parties responsible, the Central Valley Flood Protection Board (CVFPB) and the USACE, fail to acknowledge the impact to the City from construction of the Basin improvements in 1992. Similarly, Caltrans avoids entering into any discussion of the situation in spite of the fact that approximately two miles of Interstate 5 are subject to deep flooding for an indefinite period of time following a major event.

Efforts are underway to continue the feasibility study. A Non-Federal Cost Share Agreement has been executed between the City and the CVFPB and the Federal Cost Share Agreement between the City, CVFPB, and USACE was recently executed as well. Unfortunately, it does not appear that the USACE will have funding appropriated for the Lower Cache Creek Feasibility Study (LCCFS) in Fiscal Years 2011 and 2012.

In the course of reviewing strategies to engage the USACE and support the allocation of resources to perform the LCCFS, City officials became aware of The Ferguson Group. TFG provides advocacy services for several public agencies and private organizations and has been active in the annual Cap to Cap trip. After reviewing their qualifications and experience, TFG was asked to submit a proposal for federal advocacy services. This proposal has been favorably reviewed by staff and the floodSAFE Yolo Program Manager and a contract to engage the firm has been prepared for Council consideration.

Discussion

Prior to the submission of a proposal for federal advocacy services, City officials met with TFG to provide background and data associated with flood mitigation. Based on this meeting and TFG's review of the material, a proposal was developed and provided to the City in July and a follow up proposal was provided in early August.

The TFG proposal is for the City immediately initiate an effort to seek the following: 1) discretionary appropriated funds through the Corps of Engineers for FY 2012; 2) inclusion of funding in the Corps of Engineers' budget request for FY 2013; 3) an amendment to the Water Resources Development Act of 2011(12) that would authorize the Corps of Engineers to proceed on the project in advance of completing the feasibility study; and 4) assistance from other federal agencies, including the U.S. Geological Survey and the Bureau of Reclamation (CALFED) for efforts to address the mercury contamination in the lower Cache Creek watershed.

To carry out these tasks, TFG recommends that representatives of the City meet with the relevant federal agencies and the congressional delegation, both in California and in Washington, to impress upon them the importance of addressing these issues as soon as practicable. As noted above, there is an opportunity to secure discretionary General Investigations funds that are anticipated to be available to the Corps of Engineers in FY 2012. The Energy and Water Development Appropriations bill for FY 2012, which was recently approved on the Floor of the House of Representatives, includes \$3.65 million for "Additional Investigations." The Senate is likely to increase that significantly and, therefore, TFG anticipates that there will be an opportunity to secure additional resources for this project as early as later this calendar year.

The decision-making process for the FY 2013 budget request for the Corps of Engineers is also well underway. If the attached agreement is approved by the Council, TFG will make the case to the Corps of Engineers at both in the District Office and headquarters as well as to the Office of Management and Budget. In addition, TFG will explore other avenues for acquiring funds, such as the Water Resources Development Act.

TFG submitted a proposal that would have required a minimum annual payment of approximately \$50,000 for federal advocacy services. After reviewing the proposal, staff requested TFG to reduce the cost and the firm responded by submitting the same scope of work with an annual cost of

\$40,000. Staff believes the revised cost and proposal is fair and appropriate. In addition, staff will be working with other regional partners to explore cost sharing opportunities for the revised cost.

The City Council's approval of the attached agreement will enable work to begin immediately in association with this effort. Council member Marble will be in Washington in mid-September as part of the advocacy effort for the Woodland Davis Clean Water Agency in order to seek federal funds for the Surface Water Project. Engagement of TFG for flood advocacy will enable the firm to maximize Council member Marble's time in Washington on behalf of Woodland in order to begin the work necessary to seek federal resources to address this critical issue.

Fiscal Impact

Approval of the agreement with TFG will cost \$40,000 for FY 2012. There have been no commitments made beyond FY 2012. This project will be funded through Capital Project No. 09-15, floodSAFE Yolo/Cache Cree Feasibility Study. This project was included in the capital program approved by the City Council on July 19, 2011. The total project budget is \$250,000.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement between the City of Woodland and The Ferguson Group for federal advocacy services to develop a comprehensive federal government relations action plan to secure federal assistance to address the flood threat and water quality issues associated with the Cache Creek Settling Basin project as described herein.

Mark G. Deven
City Manager

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR FEDERAL REPRESENTATION AND CONSULTING SERVICES**

This Agreement is entered into this 6th day of September, 2011, by and between the City of Woodland, a California municipal corporation ("City"), and The Ferguson Group, a Limited Liability Company ("Consultant").

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional Federal Representation and Consultant Services associated with the Cache Creek Settling Basin Project required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, dated August 8, 2011, (attached hereto for ease of reference as Exhibit "D" but not incorporated herein) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional Federal Representation and Consultant Services ("Services"). The Services are more particularly described in Exhibit "A."

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner, pursuant to the term of the Agreement, September 1, 2011 – August 31, 2012.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed FORTY THOUSAND DOLLARS (\$40,000) without City's prior written approval. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon. The maximum interest rate paid on any overdue invoices owed to the Consultant shall be 0.833% per month or 10% per year.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

**Professional Services Agreement for
Federal Representation and Consultant Services**

CIP

Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to

commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict

coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written

notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all

copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City’s sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

8. ACCOUNTING RECORDS.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor’s accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
City Manager's Office
300 First Street
Woodland, CA 95695
Attn: Mark G. Deven

Consultant:

THE FERGUSON GROUP
W. Roger Gwinn, President
1130 Connecticut Avenue NW Suite 300
Washington D. C. 20036

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. As to claims alleged to arise from Consultant's professional services, Consultant hereby agrees to indemnify, and hold City and its elected officials, officers, employees, agents and volunteers (collectively, "Indemnitees") free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, reimbursement of reasonable legal fees and all other expenses incurred by City and/or the Indemnitees arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement (collectively "claims") but only to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the Consultant. This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of City and the Indemnitees from liability for damages or injuries to third persons or property to the extent caused by Consultant's negligent performance pursuant to this Agreement. Consultant's defense obligations under this indemnity paragraph include only those reasonable defense costs incurred to the extent of Consultant's actual indemnity obligations hereunder.

As to claims other than those alleged to arise from Consultant's professional services, Consultant hereby agrees to protect, defend, indemnify, and hold City and the Indemnitees free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by City and/or the Indemnitees arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement (collectively "claims") to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the Consultant. Consultant's obligation shall include the duty to defend City and the Indemnitees as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of City from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**Professional Services Agreement for
Federal Representation and Consultant Services**

CIP

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

CITY OF WOODLAND

THE FERGUSON GROUP

By: _____
Mark G. Deven
City Manager

By: _____
W. Roger Gwinn
President

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Andrew Morris, Best Best & Krieger LLP, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. **Strategic Advice** – TFG will provide strategic counsel to the City of Woodland in all matters concerning applicable congressional actions, federal agency policies and regulations, and the federal activities of other interests having an impact on the Cache Creek Settling Basin project.
2. **Advocacy on Budget** – TFG will work with the City of Woodland to seek the inclusion of resources for the Cache Creek project in the budget requests of the Corps of Engineers and other appropriate federal agencies.
3. **Identify and Pursue Federal Funding Opportunities** – TFG will assist the City of Woodland in seeking funding for the Cache Creek Settling Basin project. As needed and requested TFG will also provide strategic advice on how best to pursue other federal funding opportunities, including promising federal grant opportunities.
4. **Agency Coordination** – TFG will help the City of Woodland coordinate with the Corps of Engineers, the Bureau of Reclamation, the USGS and other applicable federal agencies involved in providing funding and regulatory approval of the Cache Creek Settling Basin project.
5. **Identify Opportunities in Legislative Authorizations** – TFG will assist the City of Woodland in identifying and pursuing other federal authorizations that would be helpful to completing work on the Cache Creek Settling Basin project.
6. **Assist with Forms, Fact Sheets, and Letters** – TFG will work with the City of Woodland to draft forms, fact sheets, and letters that will be used to seek funding with the congressional delegation and the relevant House and Senate authorization and appropriations committees.
7. **Prepare for Washington, DC Visits** – A visit to your congressional delegation and other important federal officials, from a delegation of the City of Woodland and your partners will be critical to your success. TFG will arrange meetings with your congressional delegation and their staffs and other important officials, prepare you for those visits, and guide you through these meetings in order to optimize your effectiveness.
8. **Work with Personal and Committee Staff** – TFG will work directly with the staff in your congressional offices and the key committees to promote the Cache Creek Settling Basin project, gather timely information, and advance your efforts. This will include providing

guidance to the City of Woodland on maintaining the support of the relevant congressional offices.

9. ***Stakeholder Support*** – TFG will work with the City of Woodland to gather and effectively convey support for the Cache Creek Settling Basin project from stakeholders in local and state government, the business and environmental communities, and prominent citizens, through letters, phone calls, and visits.
10. ***Legislative Markups*** – TFG will guide your requests through the legislative processes.
11. ***Agency Implementation*** – TFG will also help the City of Woodland work with federal agencies, in order to accelerate release of approved funds to advance work on the Cache Creek Settling Basin project.
12. ***Regular Reporting*** – TFG will provide regular reports and updates to the City of Woodland on the status of efforts to secure federal support for the Cache Creek Settling Basin project, as well report on such additional steps as should be taken in order to advance the project.

EXHIBIT "B"
CONSULTANT PROPOSAL



1130 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

August 8, 2011

Mr. Mark G. Deven
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mark:

The Ferguson Group, LLC (TFG) is very pleased to submit this proposed letter of agreement to provide Washington representation and consulting services to the City of Woodland. Specifically, TFG will work with the City of Woodland and its partners to develop a comprehensive federal government relations action plan to secure federal assistance to address the flood threat and water quality issues associated with the Cache Creek Settling Basin project.

Based upon our meeting in Woodland on June 27th and our preliminary review of the materials you have provided regarding the flood threat and mercury contamination associated with the Cache Creek Settling Basin, we recommend that the City immediately initiate an effort to seek the following: 1) discretionary appropriated funds through the Corps of Engineers for FY 2012; 2) inclusion of funding in the Corps of Engineers' budget request for FY 2013; 3) an amendment to the Water Resources Development Act of 2011(12) that would authorize the Corps of Engineers to proceed on the project in advance of completing the feasibility study; and 4) assistance from other federal agencies, including the U.S. Geological Survey and the Bureau of Reclamation (CALFED) for efforts to address the mercury contamination in the lower Cache Creek watershed.

To carry out these tasks, we recommend that representatives of the City meet with the relevant federal agencies and the congressional delegation, both in California and here in Washington, to impress upon them the importance of addressing these issues as soon as practicable. As noted above, there is an opportunity to secure discretionary General Investigations funds that are anticipated to be available to the Corps of Engineers in FY 2012. The Energy and Water Development Appropriations bill for FY 2012, which was recently approved on the Floor of the House of Representatives, includes \$3.65 million for "Additional Investigations." The Senate is likely to increase that significantly and, therefore, we anticipate that there will be an opportunity to secure additional resources for this project as early as later this calendar year.

The decision-making process for the FY 2013 budget request for the Corps of Engineers is also well underway. Now is the time to make the case to the Corps of Engineers at both in the District Office and headquarters as well as to the Office of Management and Budget. And, the

Senate has just extended the deadline for Senators to submit requests for consideration in the Water Resources Development Act (WRDA) process until September 20, 2011. That provides yet another opportunity to advance the Cache Creek Settling Basin project.

Finally, outreach needs to occur with USGS and the Bureau of Reclamation on how best to advance the project to address the mercury contamination issues associated with the Settling Basin project. The House Energy and Water Development Appropriations bill also contains provisions that would make it difficult to steer additional resources to the project from these sources. We believe these obstacles can be removed, and we are prepared to work with the City to create the opportunity for federal support through these agencies.

As is noted in the “**floodSafeYolo Pilot Program**” briefing summary on the Lower Cache Creek Feasibility Study, dated June 6, 2011, to make “measurable progress” will require “several actions working in concert.” The Ferguson Group is prepared to be a full partner in your team to ensure that measurable progress is attained on this important project.

Background on TFG

The Ferguson Group is headquartered in Washington, D.C. and maintains offices in California, Florida, and North Carolina. Formed in 1982, TFG is a bipartisan government relations consulting firm with a diverse staff of 37. Our professionals have served as senior staff to Members of Congress and federal and state agencies from both political parties; professional staff for Governors, Mayors, and County leaders; and leaders of non-profit and advocacy organizations.

We provide federal representation to more than 230 public and private entities in 38 states, including many such entities in California. Our firm is the largest federal representative of public agencies in Washington, D.C. You can see a list of current clients, descriptions of services, staff biographies, and representative projects at www.fergusongroup.us.

TFG specializes in securing federal appropriations, grants, and authorizations, as well as federal policy and regulatory changes that enable our clients to attain their specific objectives.

TFG Services

TFG proposes to provide a number of strategic, consulting, and advocacy services to assist the City of Woodland on strategic federal funding activities associated with the Cache Creek Settling Basin project, including:

1. **Strategic Advice** – TFG will provide strategic counsel to the City of Woodland in all matters concerning applicable congressional actions, federal agency policies and regulations, and the federal activities of other interests having an impact on the Cache Creek Settling Basin project.

2. ***Advocacy on Budget*** – TFG will work with the City of Woodland to seek the inclusion of resources for the Cache Creek project in the budget requests of the Corps of Engineers and other appropriate federal agencies.
3. ***Identify and Pursue Federal Funding Opportunities*** – TFG will assist the City of Woodland in seeking funding for the Cache Creek Settling Basin project. As needed and requested, TFG will also provide strategic advice on how best to pursue other federal funding opportunities, including promising federal grant opportunities.
4. ***Agency Coordination*** – TFG will help the City of Woodland coordinate with the Corps of Engineers, the Bureau of Reclamation, the USGS and other applicable federal agencies involved in providing funding and regulatory approval of the Cache Creek Settling Basin project.
5. ***Identify Opportunities in Legislative Authorizations*** – TFG will assist the City of Woodland in identifying and pursuing other federal authorizations that would be helpful to completing work on the Cache Creek Settling Basin project.
6. ***Assist with Forms, Fact Sheets, and Letters*** – TFG will work with the City of Woodland to draft forms, fact sheets, and letters that will be used to seek funding with the congressional delegation and the relevant House and Senate authorization and appropriations committees.
7. ***Prepare for Washington, DC Visits*** – A visit to your congressional delegation and other important federal officials, from a delegation of the City of Woodland and your partners will be critical to your success. TFG will arrange meetings with your congressional delegation and their staffs and other important officials, prepare you for those visits, and guide you through these meetings in order to optimize your effectiveness.
8. ***Work with Personal and Committee Staff*** – TFG will work directly with the staff in your congressional offices and the key committees to promote the Cache Creek Settling Basin project, gather timely information, and advance your efforts. This will include providing guidance to the City of Woodland on maintaining the support of the relevant congressional offices.
9. ***Stakeholder Support*** – TFG will work with the City of Woodland to gather and effectively convey support for the Cache Creek Settling Basin project from stakeholders in local and state government, the business and environmental communities, and prominent citizens, through letters, phone calls, and visits.
10. ***Legislative Markups*** – TFG will guide your requests through the legislative processes.
11. ***Agency Implementation*** – TFG will also help the City of Woodland work with federal agencies, in order to accelerate release of approved funds to advance work on the Cache Creek Settling Basin project.

12. **Regular Reporting** – TFG will provide regular reports and updates to the City of Woodland on the status of efforts to secure federal support for the Cache Creek Settling Basin project, as well report on such additional steps as should be taken in order to advance the project.

Compensation Arrangement and Terms

TFG will carry out the scope of work outlined above for a fixed fee of \$3,333 per month. Such fee shall also cover all expenses associated with carrying out the above stated scope of work.

This agreement between TFG and The City of Woodland will become effective September 1, 2011 and continue until August 31, 2012.

TFG agrees to keep detailed records of activities and expenses conducted on behalf of the City of Woodland. TFG also agrees to file all required documentation according to the Lobbying Disclosure Act to represent the City of Woodland before Congress and the federal agencies.

Either party may terminate this agreement at any time by giving the other party ten (10) days notice, in writing, of such termination.

TFG Key Personnel

As President of TFG, I will serve as your client manager. My immediate team will include:

Bob Schmidt.—Bob Schmidt is one TFG’s most senior water resources analysts and advocates. Bob began working as a consultant to TFG in 2005 and joined the firm on a full-time basis in 2007. Bob’s 28 years of federal government experience in the water resources arena gives him the ability to analyze complex water resources, environment and transportation issues, delivering opportunities, as well as unique technical skill in navigating the intricate federal appropriations and authorization processes. Bob was formerly the clerk of the House Appropriations Energy and Water Development Subcommittee. In this position he had chief responsibility for the development of the annual appropriations bill and, more specifically, for the programs of the U.S. Army Corps of Engineers and the Department of Interior’s Bureau of Reclamation, the nation’s two primary water resources development agencies. Prior to that, Bob worked for 13 years in a variety of capacities for the U.S. Army Corps of Engineers in its Philadelphia District office and in the Washington, D.C., headquarters office.

The Honorable Mark Limbaugh.—Mark Limbaugh, the former Assistant Secretary of the Department of the Interior for Water and Science and a partner with TFG, Mark Limbaugh provides strategic policy and legislative guidance to clients on water, irrigation, and natural resource management issues. In 2005, Mark was appointed by the President and confirmed by the U.S. Senate as Assistant Secretary for Water and Science at the U.S. Department of the Interior prior to joining TFG in July 2007. Mark also served more than three years as Deputy Commissioner, External and Intergovernmental Affairs, for the Bureau of Reclamation in Washington, D.C.

Kristi More.—Kristi More, a partner with the firm, joined TFG in 2000 and specializes in water, economic and rural development, environmental policy, and appropriations for local governments. Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in California. While at TFG, Kristi formerly worked with Yolo County and the Sacramento Regional County Sanitation District on flood control and water resource issues, including those related to the Cache Creek Settling Basin project.

The City of Woodland will also have access to any of our other 25 highly skilled professionals, as needed.

TFG's experience, skills, and access to lawmakers and federal officials enable us to offer our clients timely information, successful strategies, and innovative solutions. We have a track record of success for our clients, and we are confident that we can help the City of Woodland make measurable progress on the Cache Creek Settling Basin project.

Thank you for your consideration of our proposal to provide federal consulting and advocacy services. If you have any questions, please contact me at (202) 331-8500 or rgwinn@tfgnet.com. We would greatly appreciate the opportunity to work with the City of Woodland, and we look forward to helping you to accelerate work on, and secure federal support for, the Cache Creek Settling Basin project. If the terms of this letter of engagement are acceptable, please sign both originals and return one to me at your earliest convenience.

Sincerely,



W. Roger Gwinn.
President

ACKNOWLEDGED AND AGREED TO BY:

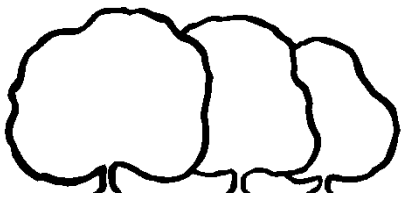


W. Roger Gwinn
President
The Ferguson Group, LLC

Mark G. Deven
City Manager
City of Woodland

7-11-2011
Date

Date



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Concession Stand Lease Agreements

Report in Brief

City owned concession stands at four baseball and softball fields have historically been operated by multiple youth baseball leagues. The lease agreements with these organizations have expired.

Staff recommends that the City Council authorize the City Manager to execute the attached contracts for renewal of Concession Stand Lease Agreement with various sports groups as described herein.

Background

For the past several years, City owned snack bars located at various baseball and softball fields throughout the community have been leased to non profit youth sports organizations. Through these facilities, the organizations are able to provide food and beverages at sporting events and generate much needed revenue for their programs.

Discussion

Woodland Little League operates the snack bars at Camarena Field, 202 Beamer Street, and Buchignani Field, 1300 E. Gum Avenue. Woodland Babe Ruth operates the snack bar at Clark Field, 70 Beamer Street. Woodland Girls Fastpitch Softball operates the snack bar at Klenhard Field, 1771 E. Gum Avenue.

Agreements are for a three year term (July 1, 2011 through June 30, 2014); all have become due for renewal this year. Language of these agreements were changed at the request and input from the City's Attorney. The total cost of the lease (\$1.00 per year plus \$780 per year to reimburse the City for the cost of utilities) has remained the same.

All agreements have been approved and signed by the presidents of the respective leagues before bringing them to Council and are attached for Council review.

Fiscal Impact

The operation of the concession stands by the youth organizations would not result in a fiscal impact to the City. Each organization would be required to pay the City \$780 per year to cover the cost of utilities at each location.

Public Contact

This item was posted on the City Council agenda.

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to execute the attached contracts for renewal of Concession Stand Lease Agreement with various sports groups as described herein.

Prepared by: Cathy Haynie
Administrative Secretary

Mark G. Deven
City Manager

Attachments: Agreement for Babe Ruth Baseball Snack Bar at Clark Field
Agreement for Woodland Little League Snack Bar at Camarena Field
Agreement for Woodland Little League Snack Bar at Buchignani Field
Agreement for Cal Ripken Snack Bar at Klenhard Field

LEASE AGREEMENT
BETWEEN CITY OF WOODLAND
AND WOODLAND BABE RUTH LEAGUE, INC.
FOR MAINTENANCE OF A SNACK BAR AT CLARK FIELD

THIS AGREEMENT is entered into as of this ____ day of _____, 2011 (“Effective Date”) by and between THE CITY OF WOODLAND, a California municipal corporation (“City”) and Woodland Babe Ruth League, Inc., a Youth League (“Lessee”). City and Lessee are sometimes hereinafter referred to collectively as the “Parties” and individually as “Party.”

RECITALS

A. City is the owner and/or operator of Clark Field at 70 Beamer Street in the City of Woodland, California (“City Property”).

B. Lessee desires to be the exclusive operator of a concession stand owned by the City and located at City Property (“Premises”) for the purpose of providing food and beverage services to patrons of the City Property.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as hamburgers and hot dogs, snack food, such as candies, ice cream, popcorn, peanuts, and confections of all kinds (with the exception of chewing gum), and beverages, such as coffee and soda, all known hereinafter collectively as “Concessions.” The Concessions shall be subject to the following restrictions:

1.1 No Concessions shall be dispensed in glass or metal containers.

1.2 No tobacco products, wine or other alcoholic beverage sale or disbursal,

1.3 The City reserves the right in its sole and absolute discretion to make or enter into exclusive product marketing agreements, which agreements shall be binding on Lessee, and/or to reasonably restrict the sale of specific products.

1.4 This Agreement shall not inhibit or prevent City from authorizing other organizations to sell novelties (non-food items) at the City Property.

2. **Term.** The term of this Agreement shall begin on July 1, 2011 and terminate on June 30, 2014, unless earlier terminated pursuant to the provisions contained herein. The Parties may extend this Agreement at any time by mutual written consent. During such extension, except as provided in Section 3, all terms and conditions of this Agreement shall remain in effect.

3. Rental.

3.1 Rent. Lessee shall pay to City, on the day the lease is signed, and March 1st of each year afterward. The amounts set forth in this Section 3.1.1 and Section 3.1.2 as compensation for the concession rights, for the use of the Premises, and for associated reasonable electrical and water costs. Each payment shall be delivered to the City at the address listed in Section 18.1 or at such other place as designated by written notice from City. The payment amount for any partial calendar months during the term of this Agreement shall be prorated on a daily basis. The rental payments set forth herein shall be in addition to all other costs and expenses set forth in this Agreement.

3.1.1 A yearly payment of One Dollar (\$1.00) for rent.

3.1.2 In addition to the foregoing, Lessee shall pay to City the cost of utilities for the Snack Bar at a rate of \$65.00 per month for twelve months of operation each year for a total of \$780.00.

3.2 Penalties. If Lessee fails to deliver any payment(s) set forth above on or before the date specified, Lessee shall add ten percent (10%) of the unpaid amount, plus simple interest at a rate of one and a half percent (1.5%) per month, to the balance of the amount due from the date the payment(s) were due until the date the payment(s) are delivered to the City.

3.3 Extension of Agreement. Prior to approval of any extension of this Agreement pursuant to Section 2, the Parties shall mutually reevaluate and agree on a readjustment of the payment amount(s) and schedule(s) set forth herein.

4. Hours of Operation.

4.1 Regular Hours of Operation. Lessee shall operate the Premises during all scheduled games at the City Property. The City shall provide a schedule to Lessee of the events scheduled for City Property at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event.

5. **Litter Pick-Up and Janitorial.** City, at its expense, shall provide garbage disposal facilities, including a metal dumpster with weekly scheduled pickups, for the Premises. Lessee will be responsible for litter pickup within a 100' radius of the Premises. Lessee shall be solely responsible for any costs incurred by the City in the collection and/or disposal of refuse that exceeds the garbage services provided by City pursuant to this Section 5 and shall pay the amount, in full, within ten (10) days of delivery of a bill for costs.

6. Maintenance.

6.1 Ongoing Maintenance. Lessee shall be responsible for all repairs and upkeep on any and all equipment located within the Premises as well as the interior and exterior of the Premises. Lessee accepts the Premises in its current condition as of the Effective Date of this Agreement and shall maintain the Premises in the same or better condition during the term of this

Agreement. Accordingly, Lessee shall, at its sole expense, be responsible for improvements (in accordance with Section 8), maintenance, repairs and daily cleaning of the Premises. Any damage to the Premises resulting or arising from the negligent operation by Lessee shall be repaired by the City at Lessee's expense.

6.2 Plumbing and Electrical Work. Lessee shall be solely responsible for any plumbing, electrical or mechanical repairs made to the Premises. The City shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the Premises without the prior written authorization of the City Parks & Recreation Director.

6.3 Storage. The City is not obligated to supply storage facilities or other facilities or equipment other than those available within the Premises.

6.4 Security. Lessee shall be solely responsible for the security of, and any costs associated with the repair or replacement of all equipment, supplies and materials located at and stored in the Premises.

7. Improvements.

7.1 Lessee shall not construct improvements to the Premises without the express written approval of the City Parks & Recreation Director. Such approval shall not be unreasonably withheld. A request to construct improvements to the Premises shall include a construction plan submitted to the City Parks & Recreation Department.

7.2 Construction of approved improvements shall both comply with City's construction standards and be subject to inspections by City staff. Approved improvements shall be constructed at Lessee's sole cost and expense. All such improvements shall become the property of City; provided, however, that Lessee may, upon termination of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises.

8. **Inspections.** The Premises shall be available at all times for safety inspections by authorized City representatives and other proper governmental authorities. Lessee expressly agrees to reasonably cooperate with any safety inspections and to comply with the findings of such inspections.

9. **Right to Repair and Maintain.** If City determines that a condition of vandalism, disrepair and/or improper maintenance exists on or in the Premises that is within Lessee's responsibilities as set forth in this Agreement, City shall notify Lessee of such condition. If such condition is not corrected as set forth below, City reserves the right to remedy the condition. In such instances, City shall contact Lessee prior to entry onto the Premises for repair and/or maintenance conducted pursuant to this Section 9.

9.1 Notification of Hazardous Conditions: If the City notifies Lessee of vandalism/disrepair which presents a hazardous condition, the condition shall be corrected within three (3) operating days, or five (5) business days, whichever is less. If the condition is not repaired within this time, City staff will cause the repairs to be made. In such instances, Lessee

shall be billed for the City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of delivery.

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9.3 Conditions Discovered After Hours: If, due to vandalism/disrepair, an emergency is discovered before or after normal work hours when the Premises is not in use, it shall be reported to [REDACTED] at [REDACTED].

9.4 Lessee Contact List: Lessee shall provide City with an up-to-date list of the names and telephone numbers of contact persons for problems at the Premises. This list shall include a contact person for problems occurring before or after normal work hours.

10. **Call Outs for City Staff Assistance.** When, in response to calls after normal work hours by either Lessee or the general public, City repairs or resolves a problem at the Premises, payment for this "call out" shall be as follows:

10.1 If, according to this Agreement, the item is within the maintenance responsibility of City, City will pay for the call out.

10.2 If, however, the service is within the maintenance responsibility of Lessee, City shall bill Lessee for the services rendered by City staff. Lessee shall pay such bills issued by City within ten (10) days of delivery.

11. **Premises Obligations.** In exchange for the use of the Premises, it is expressly agreed by the Parties that Lessee shall:

11.1 Keep the Premises open for business during all hours of operation as set forth in Section 4.

11.2 Provide a menu of foods which is both varied and economical for the public and follow safe food preparation practices to ensure the safety of the food products served to the public.

11.3 Keep the Premises free of all waste or refuse matter.

11.4 Maintain, at its own expense, regular pest control service for the Premises.

11.5 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee or volunteer prior to allowing that employee or volunteer to work in or around the Premises. No person who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by or allowed to volunteer for Lessee, except as permitted by City. Lessee may apply to City for a waiver to

permit an employee or volunteer who has not passed a background check to perform work in or around the Premises. Granting of waivers shall be in City's sole discretion and on a case-by-case basis. City shall in no way be liable for any actions or omissions by Lessee's employees, agents or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees and volunteers, with the exception of those for whom the City has granted a waiver, have passed the requisite background check set forth herein.

11.6 Maintain the following licenses and certifications:

11.6.1 A valid City of Woodland Business License.

11.6.2 A valid City of Woodland Health Inspection Certificate.

11.6.3 All necessary documentation required to comply with the Yolo County Food Protection Program including, without limitation, a valid Food Safety Certification.

11.6.4 A valid permit from the City Parks & Recreation Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

11.7 Comply with all local, State and Federal regulations including, without limitation, all existing County health requirements, Occupational and Safety Health Administration (OSHA) standards, and State and Federal labor laws. All work shall be done by qualified personnel and Lessee shall provide copies of all Federal, State, County and City licenses or certificates to City upon request.

12. **Indemnification.** Lessee shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers from and against all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers, contractors and subcontractors with respect to the use, enjoyment or improvement of the Premises, except such loss or damage which was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to Premises. The provisions of this Section 12 shall survive the termination and/or expiration of this Agreement.

13. **Taxes and Assessments.** Lessee shall pay in a timely manner all lawful Federal, State and/or local taxes, assessments, fees, licenses or charges which may be levied based upon:

13.1 Lessee's interest in this Agreement.

13.2 Any possessory right which Lessee may have in or to the Premises or improvements thereon by reasons of its use or occupancy thereof.

13.3 Any goods, merchandise, fixtures, appliances and equipment owned, used or sold by Lessee on or about the Premises including, but not limited to, applicable sales taxes.

14. **Insurance.** Lessee and its contractor(s) and subcontractor(s) shall maintain in full force and effect during the term of this Agreement insurance policies for general liability, automobile liability and professional liability issued by a reputable insurance company acceptable to City. Each policy shall be in an amount of not less than \$1,000,000 combined single limit for all bodily injury and property damage claims. Each insurance policy shall name City as an additional insured, protecting the interests of City, Lessee, its subcontractors and agents from all loss, damage or liability of whatever nature (including Lessee indemnification of City hereunder) arising out of or in connection with Lessee's use, enjoyment or improvement of the Premises. Lessee's insurance shall be a primary policy and not contributory to or in excess of any policy of City. Said insurance policy shall provide that it shall not be cancelled or reduced in amount of coverage until thirty (30) days written notice of cancellation or reduction in coverage has been mailed to City.

14.1 Lessee shall furnish City with an annual insurance endorsement prior to the exercise of any of the rights and privileges granted by this Agreement and each subsequent year of this Agreement. Upon request by City, Lessee shall provide City with a copy of its insurance policy evidencing the issuance of the foregoing policy.

14.2 If Lessee employs any individual on the Premises or contracts for services to be rendered by a contractor's employee on the Premises, any such employee on the Premises shall be covered by applicable workers' compensation insurance as required by law. Lessee shall submit proof of current, effective workers' compensation insurance to City both annually and upon request by City.

15. **Return of Premises.** Upon expiration or termination of this Agreement, Lessee shall return the Premises to the same or better condition than existed prior to the execution of this Agreement, with the exception of reasonable wear and tear. Any improvements made to the Premises by Lessee shall become the property of City. In the event Lessee holds over past the term of this Agreement with the consent of the City, either express or implied, such holding over shall be from month to month only and the consideration to be paid shall be based on the rate then prevailing under this Agreement.

16. **Hazardous Substances.** Lessee shall not generate, use, store or dispose of any hazardous substance on the Premises except in accordance with all applicable Federal, State and local laws and regulations. Lessee shall hold City harmless from and indemnify City against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

17. **Early Termination.** Either party may terminate this Agreement upon sixty (60) days written notice. Additionally, City may terminate this Agreement prior to the expiration of the

term by providing Lessee with thirty (30) days written notice specifying the manner in which Lessee is in default of this Agreement. In the event such default is not remedied within the 30 day period, the Agreement shall terminate and be of no further force and effect except as expressly provided herein. City, upon the effective date of such termination, may take possession of the Premises, without further notice or demand to Lessee, unless Lessee has cured the default and notified City in writing prior to or by the effective date of the termination. The following matters shall constitute an event of default:

17.1 Lessee remains in arrears in any payment of rent required by Section 3 for a period of at least five (5) days following receipt of written notice of such arrearage from City.

17.2 Lessee fails or refuses to:

17.2.1 pay any fees required to be paid by it within fifteen (15) days following receipt of written notice of such arrearage from City.

17.2.2 obtain or maintain the insurance required by this Agreement.

17.2.3 maintain the Premises as set forth in this Agreement.

17.3 Lessee files a voluntary petition in any proceedings in Bankruptcy Court.

17.4 Abandonment of the Premises by Lessee.

18. General Provisions.

18.1 Notices. Any notices required under this Agreement shall be sent as follows:

If to the Lessee:

Homer Perez
President
823 Donner Way
Woodland, CA 95776
Phone: (530)662-1636
Cell: (530)383-6565

If to the City:

City of Woodland
Attn: Parks & Recreation Director
2001 East Street
Woodland, CA 95776
Phone: (530) 661-2000
Fax: (530) 666-7257

Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – three (3) days after deposit into the United States Mail, first class postage paid.

(b) If by facsimile, electronic mail or by hand delivery – on the date of receipt by the receiving party.

The addresses set forth in this Section may be changed upon written notice of such change to either the Lessee or the City, as appropriate.

18.2 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.3 Construction; References; Headings. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Lessee include all officers, employees, agents, volunteers and contractors of Lessee, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The headings of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns.

18.5 Assignment. Lessee shall not transfer or sublet the operation of the Premises without the express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code as they may be amended.

18.6 Relationship of the Parties. The parties expressly intend and agree that Lessee, in performing this Agreement, shall act as an independent contractor and shall have control over its work and the manner in which it is performed by Lessee and its employees. Lessee acknowledges that it is not an agent or employee of City and is not entitled to participate in any pension plans, bonus, stock or similar benefits that City provides for its employees.

18.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18.8 Force Majeure. Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or material, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

18.9 Irreparable Damage. Unless as the result of a negligent or intentional act of Lessee, if during the term of this Agreement any portion of the Premises is damaged by fire or other catastrophic cause so as to render such portion of the Premises untenable, the obligations under this Agreement (including the obligation to pay rent) may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give City notice of such untenable conditions and the City shall elect, in its sole discretion and within thirty (30)

days, whether to repair the Premises or to cancel this Agreement. In the event City elects not to repair the Premises, this Agreement shall be deemed terminated as of the date the damage occurred.

18.10 Choice of Law/Venue. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Should any judicial proceeding be brought relating to this Agreement, venue shall lie exclusively in a court of competent jurisdiction located in Yolo County, or if no such court can be found in Yolo County, a court of competent jurisdiction closest to Yolo County.

18.11 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

18.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

18.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

18.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

WOODLAND BABE RUTH LEAGUE

Mark Deven, City Manager

Homer Perez, President

LEASE AGREEMENT
BETWEEN CITY OF WOODLAND
AND WOODLAND LITTLE LEAGUE YOUTH LEAGUE
FOR MAINTENANCE OF A SNACK BAR AT CAMARENA FIELD CONCESSIONS

THIS AGREEMENT is entered into as of this ____ day of _____, 2011 (“Effective Date”) by and between THE CITY OF WOODLAND, a California municipal corporation (“City”) and Woodland Little League, a Youth League (“Lessee”). City and Lessee are sometimes hereinafter referred to collectively as the “Parties” and individually as “Party.”

RECITALS

A. City is the owner and/or operator of Camarena Field at 202 Beamer Street in the City of Woodland, California (“City Property”).

B. Lessee desires to be the exclusive operator of a concession stand owned by the City and located at City Property (“Premises”) for the purpose of providing food and beverage services to patrons of the City Property.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as hamburgers and hot dogs, snack food, such as candies, ice cream, popcorn, peanuts, and confections of all kinds (with the exception of chewing gum), and beverages, such as coffee and soda, all known hereinafter collectively as “Concessions.” The Concessions shall be subject to the following restrictions:

1.1 No Concessions shall be dispensed in glass or metal containers.

1.2 No tobacco products, wine or other alcoholic beverage sale or disbursal,

1.3 The City reserves the right in its sole and absolute discretion to make or enter into exclusive product marketing agreements, which agreements shall be binding on Lessee, and/or to reasonably restrict the sale of specific products.

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3.1.1 A yearly payment of One Dollar (\$1.00) for rent.

3.1.2 In addition to the foregoing, Lessee shall pay to City the cost of utilities for the Snack Bar at a rate of \$65.00 per month for twelve months of operation each year for a total of \$780.00.

3.2 Penalties. If Lessee fails to deliver any payment(s) set forth above on or before the date specified, Lessee shall add ten percent (10%) of the unpaid amount, plus simple interest at a rate of one and a half percent (1.5%) per month, to the balance of the amount due from the date the payment(s) were due until the date the payment(s) are delivered to the City.

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4.1 Regular Hours of Operation. Lessee shall operate the Premises during all scheduled games at the City Property. The City shall provide a schedule to Lessee of the events scheduled for City Property at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event.

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7.2 Construction of approved improvements shall both comply with City's construction standards and be subject to inspections by City staff. Approved improvements shall be constructed at Lessee's sole cost and expense. All such improvements shall become the property of City; provided, however, that Lessee may, upon termination of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises.

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9.4 Lessee Contact List: Lessee shall provide City with an up-to-date list of the names and telephone numbers of contact persons for problems at the Premises. This list shall include a contact person for problems occurring before or after normal work hours.

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11.3 Keep the Premises free of all waste or refuse matter.

11.4 Maintain, at its own expense, regular pest control service for the Premises.

11.5 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee or volunteer prior to allowing that employee or volunteer to work in or around the Premises. No person who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by or allowed to volunteer for Lessee, except as permitted by City. Lessee may apply to City for a waiver to permit an employee or volunteer who has not passed a background check to perform work in or around the Premises. Granting of waivers shall be in City's sole discretion and on a case-by-case basis. City shall in no way be liable for any actions or omissions by Lessee's employees, agents

or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees and volunteers, with the exception of those for whom the City has granted a waiver, have passed the requisite background check set forth herein.

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11.6.1 A valid City of Woodland Business License.

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11.6.4 A valid permit from the City Parks & Recreation Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

11.7 Comply with all local, State and Federal regulations including, without limitation, all existing County health requirements, Occupational and Safety Health Administration (OSHA) standards, and State and Federal labor laws. All work shall be done by qualified personnel and Lessee shall provide copies of all Federal, State, County and City licenses or certificates to City upon request.

12. **Indemnification.** Lessee shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers from and against all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers, contractors and subcontractors with respect to the use, enjoyment or improvement of the Premises, except such loss or damage which was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to Premises. The provisions of this Section 12 shall survive the termination and/or expiration of this Agreement.

13. **Taxes and Assessments.** Lessee shall pay in a timely manner all lawful Federal, State and/or local taxes, assessments, fees, licenses or charges which may be levied based upon:

13.1 Lessee's interest in this Agreement.

13.2 Any possessory right which Lessee may have in or to the Premises or improvements thereon by reasons of its use or occupancy thereof.

13.3 Any goods, merchandise, fixtures, appliances and equipment owned, used or sold by Lessee on or about the Premises including, but not limited to, applicable sales taxes.

14. **Insurance.** Lessee and its contractor(s) and subcontractor(s) shall maintain in full force and effect during the term of this Agreement insurance policies for general liability, automobile

liability and professional liability issued by a reputable insurance company acceptable to City. Each policy shall be in an amount of not less than \$1,000,000 combined single limit for all bodily injury and property damage claims. Each insurance policy shall name City as an additional insured, protecting the interests of City, Lessee, its subcontractors and agents from all loss, damage or liability of whatever nature (including Lessee indemnification of City hereunder) arising out of or in connection with Lessee's use, enjoyment or improvement of the Premises. Lessee's insurance shall be a primary policy and not contributory to or in excess of any policy of City. Said insurance policy shall provide that it shall not be cancelled or reduced in amount of coverage until thirty (30) days written notice of cancellation or reduction in coverage has been mailed to City.

14.1 Lessee shall furnish City with an annual insurance endorsement prior to the exercise of any of the rights and privileges granted by this Agreement and each subsequent year of this Agreement. Upon request by City, Lessee shall provide City with a copy of its insurance policy evidencing the issuance of the foregoing policy.

14.2 If Lessee employs any individual on the Premises or contracts for services to be rendered by a contractor's employee on the Premises, any such employee on the Premises shall be covered by applicable workers' compensation insurance as required by law. Lessee shall submit proof of current, effective workers' compensation insurance to City both annually and upon request by City.

15. **Return of Premises.** Upon expiration or termination of this Agreement, Lessee shall return the Premises to the same or better condition than existed prior to the execution of this Agreement, with the exception of reasonable wear and tear. Any improvements made to the Premises by Lessee shall become the property of City. In the event Lessee holds over past the term of this Agreement with the consent of the City, either express or implied, such holding over shall be from month to month only and the consideration to be paid shall be based on the rate then prevailing under this Agreement.

16. **Hazardous Substances.** Lessee shall not generate, use, store or dispose of any hazardous substance on the Premises except in accordance with all applicable Federal, State and local laws and regulations. Lessee shall hold City harmless from and indemnify City against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

17. **Early Termination.** Either party may terminate this Agreement upon sixty (60) days written notice. Additionally, City may terminate this Agreement prior to the expiration of the term by providing Lessee with thirty (30) days written notice specifying the manner in which Lessee is in default of this Agreement. In the event such default is not remedied within the 30

day period, the Agreement shall terminate and be of no further force and effect except as expressly provided herein. City, upon the effective date of such termination, may take possession of the Premises, without further notice or demand to Lessee, unless Lessee has cured the default and notified City in writing prior to or by the effective date of the termination. The following matters shall constitute an event of default:

17.1 Lessee remains in arrears in any payment of rent required by Section 3 for a period of at least five (5) days following receipt of written notice of such arrearage from City.

17.2 Lessee fails or refuses to:

17.2.1 pay any fees required to be paid by it within fifteen (15) days following receipt of written notice of such arrearage from City.

17.2.2 obtain or maintain the insurance required by this Agreement.

17.2.3 maintain the Premises as set forth in this Agreement.

17.3 Lessee files a voluntary petition in any proceedings in Bankruptcy Court.

17.4 Abandonment of the Premises by Lessee.

18. General Provisions.

18.1 Notices. Any notices required under this Agreement shall be sent as follows:

If to the Lessee:

Patrick Imbach
President
P.O. Box 1646
Woodland, CA 95776
Phone: (530) 666-4562
Cell: (530) 681-0747

If to the City:

City of Woodland
Attn: Parks & Recreation Director
2001 East Street
Woodland, CA 95776
Phone: (530) 661-2000
Fax: (530) 666-7257

Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – three (3) days after deposit into the United States Mail, first class postage paid.

(b) If by facsimile, electronic mail or by hand delivery – on the date of receipt by the receiving party.

The addresses set forth in this Section may be changed upon written notice of such change to either the Lessee or the City, as appropriate.

18.2 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.3 Construction; References; Headings. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Lessee include all officers, employees, agents, volunteers and contractors of Lessee, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The headings of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns.

18.5 Assignment. Lessee shall not transfer or sublet the operation of the Premises without the express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code as they may be amended.

18.6 Relationship of the Parties. The parties expressly intend and agree that Lessee, in performing this Agreement, shall act as an independent contractor and shall have control over its work and the manner in which it is performed by Lessee and its employees. Lessee acknowledges that it is not an agent or employee of City and is not entitled to participate in any pension plans, bonus, stock or similar benefits that City provides for its employees.

18.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18.8 Force Majeure. Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or material, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

18.9 Irreparable Damage. Unless as the result of a negligent or intentional act of Lessee, if during the term of this Agreement any portion of the Premises is damaged by fire or other catastrophic cause so as to render such portion of the Premises untenable, the obligations under this Agreement (including the obligation to pay rent) may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give City notice of such untenable conditions and the City shall elect, in its sole discretion and within thirty (30)

days, whether to repair the Premises or to cancel this Agreement. In the event City elects not to repair the Premises, this Agreement shall be deemed terminated as of the date the damage occurred.

18.10 Choice of Law/Venue. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Should any judicial proceeding be brought relating to this Agreement, venue shall lie exclusively in a court of competent jurisdiction located in Yolo County, or if no such court can be found in Yolo County, a court of competent jurisdiction closest to Yolo County.

18.11 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

18.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

18.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

18.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

WOODLAND LITTLE LEAGUE

Mark Deven, City Manager

Patrick Imbach, President

LEASE AGREEMENT
BETWEEN CITY OF WOODLAND
AND WOODLAND LITTLE LEAGUE YOUTH LEAGUE
FOR MAINTENANCE OF A SNACK BAR AT BUCHIGNANI FIELD

THIS AGREEMENT is entered into as of this ____ day of _____, 2011 (“Effective Date”) by and between THE CITY OF WOODLAND, a California municipal corporation (“City”) and Woodland Little League, a Youth League (“Lessee”). City and Lessee are sometimes hereinafter referred to collectively as the “Parties” and individually as “Party.”

RECITALS

A. City is the owner and/or operator of Buchignani Field at 1300 E. Gum Avenue in the City of Woodland, California (“City Property”).

B. Lessee desires to be the exclusive operator of a concession stand owned by the City and located at City Property (“Premises”) for the purpose of providing food and beverage services to patrons of the City Property.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as hamburgers and hot dogs, snack food, such as candies, ice cream, popcorn, peanuts, and confections of all kinds (with the exception of chewing gum), and beverages, such as coffee and soda, all known hereinafter collectively as “Concessions.” The Concessions shall be subject to the following restrictions:

1.1 No Concessions shall be dispensed in glass or metal containers.

1.2 No tobacco products, wine or other alcoholic beverage sale or disbursal,

1.3 The City reserves the right in its sole and absolute discretion to make or enter into exclusive product marketing agreements, which agreements shall be binding on Lessee, and/or to reasonably restrict the sale of specific products.

1.4 This Agreement shall not inhibit or prevent City from authorizing other organizations to sell novelties (non-food items) at the City Property.

2. **Term.** The term of this Agreement shall begin on the same date at the lease of Buchignani Field begins and terminate on the same date the Lease of Buchignani Field ends, unless earlier terminated pursuant to the provisions contained herein. The Parties may extend this Agreement at any time by mutual written consent. During such extension, except as provided in Section 3, all terms and conditions of this Agreement shall remain in effect.

3. Rental.

3.1 Rent. Lessee shall pay to City, on the day the lease is signed, and March 1st of each year afterward. The amounts set forth in this Section 3.1.1 and Section 3.1.2 as compensation for the concession rights, for the use of the Premises, and for associated reasonable electrical and water costs. Each payment shall be delivered to the City at the address listed in Section 18.1 or at such other place as designated by written notice from City. The payment amount for any partial calendar months during the term of this Agreement shall be prorated on a daily basis. The rental payments set forth herein shall be in addition to all other costs and expenses set forth in this Agreement.

3.1.1 A yearly payment of One Dollar (\$1.00) for rent.

3.1.2 In addition to the foregoing, Lessee shall pay to City the cost of utilities for the Snack Bar at a rate of \$65.00 per month for twelve months of operation each year for a total of \$780.00.

3.2 Penalties. If Lessee fails to deliver any payment(s) set forth above on or before the date specified, Lessee shall add ten percent (10%) of the unpaid amount, plus simple interest at a rate of one and a half percent (1.5%) per month, to the balance of the amount due from the date the payment(s) were due until the date the payment(s) are delivered to the City.

3.3 Extension of Agreement. Prior to approval of any extension of this Agreement pursuant to Section 2, the Parties shall mutually reevaluate and agree on a readjustment of the payment amount(s) and schedule(s) set forth herein.

4. Hours of Operation.

4.1 Regular Hours of Operation. Lessee shall operate the Premises during all scheduled games at the City Property. The City shall provide a schedule to Lessee of the events scheduled for City Property at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event.

5. **Litter Pick-Up and Janitorial.** City, at its expense, shall provide garbage disposal facilities, including a metal dumpster with weekly scheduled pickups, for the Premises. Lessee will be responsible for litter pickup within a 100' radius of the Premises. Lessee shall be solely responsible for any costs incurred by the City in the collection and/or disposal of refuse that exceeds the garbage services provided by City pursuant to this Section 5 and shall pay the amount, in full, within ten (10) days of delivery of a bill for costs.

6. Maintenance.

6.1 Ongoing Maintenance. Lessee shall be responsible for all repairs and upkeep on any and all equipment located within the Premises as well as the interior and exterior of the Premises. Lessee accepts the Premises in its current condition as of the Effective Date of this Agreement and shall maintain the Premises in the same or better condition during the term of this

Agreement. Accordingly, Lessee shall, at its sole expense, be responsible for improvements (in accordance with Section 8), maintenance, repairs and daily cleaning of the Premises. Any damage to the Premises resulting or arising from the negligent operation by Lessee shall be repaired by the City at Lessee's expense.

6.2 Plumbing and Electrical Work. Lessee shall be solely responsible for any plumbing, electrical or mechanical repairs made to the Premises. The City shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the Premises without the prior written authorization of the City Parks & Recreation Director.

6.3 Storage. The City is not obligated to supply storage facilities or other facilities or equipment other than those available within the Premises.

6.4 Security. Lessee shall be solely responsible for the security of, and any costs associated with the repair or replacement of all equipment, supplies and materials located at and stored in the Premises.

7. **Improvements.**

7.1 Lessee shall not construct improvements to the Premises without the express written approval of the City Parks & Recreation Director. Such approval shall not be unreasonably withheld. A request to construct improvements to the Premises shall include a construction plan submitted to the City Parks & Recreation Department.

7.2 Construction of approved improvements shall both comply with City's construction standards and be subject to inspections by City staff. Approved improvements shall be constructed at Lessee's sole cost and expense. All such improvements shall become the property of City; provided, however, that Lessee may, upon termination of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises.

8. **Inspections.** The Premises shall be available at all times for safety inspections by authorized City representatives and other proper governmental authorities. Lessee expressly agrees to reasonably cooperate with any safety inspections and to comply with the findings of such inspections.

9. **Right to Repair and Maintain.** If City determines that a condition of vandalism, disrepair and/or improper maintenance exists on or in the Premises that is within Lessee's responsibilities as set forth in this Agreement, City shall notify Lessee of such condition. If such condition is not corrected as set forth below, City reserves the right to remedy the condition. In such instances, City shall contact Lessee prior to entry onto the Premises for repair and/or maintenance conducted pursuant to this Section 9.

9.1 Notification of Hazardous Conditions: If the City notifies Lessee of vandalism/disrepair which presents a hazardous condition, the condition shall be corrected within three (3) operating days, or five (5) business days, whichever is less. If the condition is not repaired within this time, City staff will cause the repairs to be made. In such instances, Lessee

shall be billed for the City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of delivery.

9.2 Notification of Non-Hazardous Conditions: If City notifies Lessee of a vandalism/disrepair other than a hazardous condition, the condition shall be corrected within fifteen (15) business days. If the condition is not repaired within this time, City staff may cause the repairs to be made. In such instances, Lessee shall be billed for City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of delivery.

9.3 Conditions Discovered After Hours: If, due to vandalism/disrepair, an emergency is discovered before or after normal work hours when the Premises is not in use, it shall be reported to [REDACTED] at [REDACTED].

9.4 Lessee Contact List: Lessee shall provide City with an up-to-date list of the names and telephone numbers of contact persons for problems at the Premises. This list shall include a contact person for problems occurring before or after normal work hours.

10. **Call Outs for City Staff Assistance.** When, in response to calls after normal work hours by either Lessee or the general public, City repairs or resolves a problem at the Premises, payment for this "call out" shall be as follows:

10.1 If, according to this Agreement, the item is within the maintenance responsibility of City, City will pay for the call out.

10.2 If, however, the service is within the maintenance responsibility of Lessee, City shall bill Lessee for the services rendered by City staff. Lessee shall pay such bills issued by City within ten (10) days of delivery.

11. **Premises Obligations.** In exchange for the use of the Premises, it is expressly agreed by the Parties that Lessee shall:

11.1 Keep the Premises open for business during all hours of operation as set forth in Section 4.

11.2 Provide a menu of foods which is both varied and economical for the public and follow safe food preparation practices to ensure the safety of the food products served to the public.

11.3 Keep the Premises free of all waste or refuse matter.

11.4 Maintain, at its own expense, regular pest control service for the Premises.

11.5 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee or volunteer prior to allowing that employee or volunteer to work in or around the Premises. No person who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by or allowed to volunteer for Lessee, except as permitted by City. Lessee may apply to City for a waiver to

permit an employee or volunteer who has not passed a background check to perform work in or around the Premises. Granting of waivers shall be in City's sole discretion and on a case-by-case basis. City shall in no way be liable for any actions or omissions by Lessee's employees, agents or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees and volunteers, with the exception of those for whom the City has granted a waiver, have passed the requisite background check set forth herein.

11.6 Maintain the following licenses and certifications:

11.6.1 A valid City of Woodland Business License.

11.6.2 A valid City of Woodland Health Inspection Certificate.

11.6.3 All necessary documentation required to comply with the Yolo County Food Protection Program including, without limitation, a valid Food Safety Certification.

11.6.4 A valid permit from the City Parks & Recreation Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

11.7 Comply with all local, State and Federal regulations including, without limitation, all existing County health requirements, Occupational and Safety Health Administration (OSHA) standards, and State and Federal labor laws. All work shall be done by qualified personnel and Lessee shall provide copies of all Federal, State, County and City licenses or certificates to City upon request.

12. **Indemnification.** Lessee shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers from and against all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers, contractors and subcontractors with respect to the use, enjoyment or improvement of the Premises, except such loss or damage which was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to Premises. The provisions of this Section 12 shall survive the termination and/or expiration of this Agreement.

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Patrick Imbach
President
P.O. Box 1646
Woodland, CA 95776
Phone: (530) 666-4562
Cell: (530) 681-0747

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City of Woodland
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Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – three (3) days after deposit into the United States Mail, first class postage paid.

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18.8 Force Majeure. Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or material, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

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18.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

18.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

18.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

WOODLAND LITTLE LEAGUE

Mark Deven, City Manager

Patrick Imbach, President

LEASE AGREEMENT
BETWEEN CITY OF WOODLAND
AND WOODLAND CAL RIPKEN BASEBALL YOUTH LEAGUE
FOR MAINTENANCE OF A SNACK BAR AT DICK KLENHARD YOUTH
BALLFIELD COMPLEX CONCESSIONS

THIS AGREEMENT is entered into as of this ____ day of _____, 2011 (“Effective Date”) by and between THE CITY OF WOODLAND, a California municipal corporation (“City”) and Woodland Cal Ripken Baseball, a Youth League (“Lessee”). City and Lessee are sometimes hereinafter referred to collectively as the “Parties” and individually as “Party.”

RECITALS

A. City is the owner and/or operator of Dick Klenhard Youth Ballfield Complex at 1771 E. Gum Avenue in the City of Woodland, California (“City Property”).

B. Lessee desires to be the exclusive operator of a concession stand owned by the City and located at City Property (“Premises”) for the purpose of providing food and beverage services to patrons of the City Property.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as hamburgers and hot dogs, snack food, such as candies, ice cream, popcorn, peanuts, and confections of all kinds (with the exception of chewing gum), and beverages, such as coffee and soda, all known hereinafter collectively as “Concessions.” The Concessions shall be subject to the following restrictions:

1.1 No Concessions shall be dispensed in glass or metal containers.

1.2 No tobacco products, wine or other alcoholic beverage sale or disbursal,

1.3 The City reserves the right in its sole and absolute discretion to make or enter into exclusive product marketing agreements, which agreements shall be binding on Lessee, and/or to reasonably restrict the sale of specific products.

1.4 This Agreement shall not inhibit or prevent City from authorizing other organizations to sell novelties (non-food items) at the City Property.

2. **Term.** The term of this Agreement shall begin on July 1, 2011 and terminate on June 30, 2014, unless earlier terminated pursuant to the provisions contained herein. The Parties may extend this Agreement at any time by mutual written consent. During such extension, except as provided in Section 3, all terms and conditions of this Agreement shall remain in effect.

3. Rental.

3.1 Rent. Lessee shall pay to City, on the day the lease is signed, and March 1st of each year afterward, the amounts set forth in this Section 3.1.1 and Section 3.1.2 as compensation for the concession rights, for the use of the Premises, and for associated reasonable electrical and water costs. Each payment shall be delivered to the City at the address listed in Section 18.1 or at such other place as designated by written notice from City. The payment amount for any partial calendar months during the term of this Agreement shall be prorated on a daily basis. The rental payments set forth herein shall be in addition to all other costs and expenses set forth in this Agreement.

3.1.1 A yearly payment of One Dollar (\$1.00) for rent.

3.1.2 In addition to the foregoing, Lessee shall pay to City the cost of utilities for the Snack Bar at a rate of \$65.00 per month for twelve months of operation each year for a total of \$780.00.

3.2 Penalties. If Lessee fails to deliver any payment(s) set forth above on or before the date specified, Lessee shall add ten percent (10%) of the unpaid amount, plus simple interest at a rate of one and a half percent (1.5%) per month, to the balance of the amount due from the date the payment(s) were due until the date the payment(s) are delivered to the City.

3.3 Extension of Agreement. Prior to approval of any extension of this Agreement pursuant to Section 2, the Parties shall mutually reevaluate and agree on a readjustment of the payment amount(s) and schedule(s) set forth herein.

4. Hours of Operation.

4.1 Regular Hours of Operation. Lessee shall operate the Premises during all scheduled games at the City Property. The City shall provide a schedule to Lessee of the events scheduled for City Property at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event.

5. **Litter Pick-Up and Janitorial.** City, at its expense, shall provide garbage disposal facilities, including a metal dumpster with weekly scheduled pickups, for the Premises. Lessee will be responsible for litter pickup within a 100' radius of the Premises. Lessee shall be solely responsible for any costs incurred by the City in the collection and/or disposal of refuse that exceeds the garbage services provided by City pursuant to this Section 5 and shall pay the amount, in full, within ten (10) days of delivery of a bill for costs.

6. Maintenance.

6.1 Ongoing Maintenance. Lessee shall be responsible for all repairs and upkeep on any and all equipment located within the Premises as well as the interior and exterior of the Premises. Lessee accepts the Premises in its current condition as of the Effective Date of this Agreement and shall maintain the Premises in the same or better condition during the term of this

Agreement. Accordingly, Lessee shall, at its sole expense, be responsible for improvements (in accordance with Section 8), maintenance, repairs and daily cleaning of the Premises. Any damage to the Premises resulting or arising from the negligent operation by Lessee shall be repaired by the City at Lessee's expense.

6.2 Plumbing and Electrical Work. Lessee shall be solely responsible for any plumbing, electrical or mechanical repairs made to the Premises. The City shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the Premises without the prior written authorization of the City Parks & Recreation Director.

6.3 Storage. The City is not obligated to supply storage facilities or other facilities or equipment other than those available within the Premises.

6.4 Security. Lessee shall be solely responsible for the security of, and any costs associated with the repair or replacement of all equipment, supplies and materials located at and stored in the Premises.

7. Improvements.

7.1 Lessee shall not construct improvements to the Premises without the express written approval of the City Parks & Recreation Director. Such approval shall not be unreasonably withheld. A request to construct improvements to the Premises shall include a construction plan submitted to the City Parks & Recreation Department.

7.2 Construction of approved improvements shall both comply with City's construction standards and be subject to inspections by City staff. Approved improvements shall be constructed at Lessee's sole cost and expense. All such improvements shall become the property of City; provided, however, that Lessee may, upon termination of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises.

8. **Inspections.** The Premises shall be available at all times for safety inspections by authorized City representatives and other proper governmental authorities. Lessee expressly agrees to reasonably cooperate with any safety inspections and to comply with the findings of such inspections.

9. **Right to Repair and Maintain.** If City determines that a condition of vandalism, disrepair and/or improper maintenance exists on or in the Premises that is within Lessee's responsibilities as set forth in this Agreement, City shall notify Lessee of such condition. If such condition is not corrected as set forth below, City reserves the right to remedy the condition. In such instances, City shall contact Lessee prior to entry onto the Premises for repair and/or maintenance conducted pursuant to this Section 9.

9.1 Notification of Hazardous Conditions: If the City notifies Lessee of vandalism/disrepair which presents a hazardous condition, the condition shall be corrected within three (3) operating days, or five (5) business days, whichever is less. If the condition is not repaired within this time, City staff will cause the repairs to be made. In such instances, Lessee

shall be billed for the City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of delivery.

9.2 Notification of Non-Hazardous Conditions: If City notifies Lessee of a vandalism/disrepair other than a hazardous condition, the condition shall be corrected within fifteen (15) business days. If the condition is not repaired within this time, City staff may cause the repairs to be made. In such instances, Lessee shall be billed for City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of delivery.

9.3 Conditions Discovered After Hours: If, due to vandalism/disrepair, an emergency is discovered before or after normal work hours when the Premises is not in use, it shall be reported to [REDACTED] at [REDACTED].

9.4 Lessee Contact List: Lessee shall provide City with an up-to-date list of the names and telephone numbers of contact persons for problems at the Premises. This list shall include a contact person for problems occurring before or after normal work hours.

10. **Call Outs for City Staff Assistance**. When, in response to calls after normal work hours by either Lessee or the general public, City repairs or resolves a problem at the Premises, payment for this "call out" shall be as follows:

10.1 If, according to this Agreement, the item is within the maintenance responsibility of City, City will pay for the call out.

10.2 If, however, the service is within the maintenance responsibility of Lessee, City shall bill Lessee for the services rendered by City staff. Lessee shall pay such bills issued by City within ten (10) days of delivery.

11. **Premises Obligations**. In exchange for the use of the Premises, it is expressly agreed by the Parties that Lessee shall:

11.1 Keep the Premises open for business during all hours of operation as set forth in Section 4.

11.2 Provide a menu of foods which is both varied and economical for the public and follow safe food preparation practices to ensure the safety of the food products served to the public.

11.3 Keep the Premises free of all waste or refuse matter.

11.4 Maintain, at its own expense, regular pest control service for the Premises.

11.5 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee or volunteer prior to allowing that employee or volunteer to work in or around the Premises. No person who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by or allowed to volunteer for Lessee, except as permitted by City. Lessee may apply to City for a waiver to

permit an employee or volunteer who has not passed a background check to perform work in or around the Premises. Granting of waivers shall be in City's sole discretion and on a case-by-case basis. City shall in no way be liable for any actions or omissions by Lessee's employees, agents or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees and volunteers, with the exception of those for whom the City has granted a waiver, have passed the requisite background check set forth herein.

11.6 Maintain the following licenses and certifications:

11.6.1 A valid City of Woodland Business License.

11.6.2 A valid City of Woodland Health Inspection Certificate.

11.6.3 All necessary documentation required to comply with the Yolo County Food Protection Program including, without limitation, a valid Food Safety Certification.

11.6.4 A valid permit from the City Parks & Recreation Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

11.7 Comply with all local, State and Federal regulations including, without limitation, all existing County health requirements, Occupational and Safety Health Administration (OSHA) standards, and State and Federal labor laws. All work shall be done by qualified personnel and Lessee shall provide copies of all Federal, State, County and City licenses or certificates to City upon request.

12. **Indemnification.** Lessee shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers from and against all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers, contractors and subcontractors with respect to the use, enjoyment or improvement of the Premises, except such loss or damage which was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to Premises. The provisions of this Section 12 shall survive the termination and/or expiration of this Agreement.

13. **Taxes and Assessments.** Lessee shall pay in a timely manner all lawful Federal, State and/or local taxes, assessments, fees, licenses or charges which may be levied based upon:

13.1 Lessee's interest in this Agreement.

13.2 Any possessory right which Lessee may have in or to the Premises or improvements thereon by reasons of its use or occupancy thereof.

13.3 Any goods, merchandise, fixtures, appliances and equipment owned, used or sold by Lessee on or about the Premises including, but not limited to, applicable sales taxes.

14. **Insurance.** Lessee and its contractor(s) and subcontractor(s) shall maintain in full force and effect during the term of this Agreement insurance policies for general liability, automobile liability and professional liability issued by a reputable insurance company acceptable to City. Each policy shall be in an amount of not less than \$1,000,000 combined single limit for all bodily injury and property damage claims. Each insurance policy shall name City as an additional insured, protecting the interests of City, Lessee, its subcontractors and agents from all loss, damage or liability of whatever nature (including Lessee indemnification of City hereunder) arising out of or in connection with Lessee's use, enjoyment or improvement of the Premises. Lessee's insurance shall be a primary policy and not contributory to or in excess of any policy of City. Said insurance policy shall provide that it shall not be cancelled or reduced in amount of coverage until thirty (30) days written notice of cancellation or reduction in coverage has been mailed to City.

14.1 Lessee shall furnish City with an annual insurance endorsement prior to the exercise of any of the rights and privileges granted by this Agreement and each subsequent year of this Agreement. Upon request by City, Lessee shall provide City with a copy of its insurance policy evidencing the issuance of the foregoing policy.

14.2 If Lessee employs any individual on the Premises or contracts for services to be rendered by a contractor's employee on the Premises, any such employee on the Premises shall be covered by applicable workers' compensation insurance as required by law. Lessee shall submit proof of current, effective workers' compensation insurance to City both annually and upon request by City.

15. **Return of Premises.** Upon expiration or termination of this Agreement, Lessee shall return the Premises to the same or better condition than existed prior to the execution of this Agreement, with the exception of reasonable wear and tear. Any improvements made to the Premises by Lessee shall become the property of City. In the event Lessee holds over past the term of this Agreement with the consent of the City, either express or implied, such holding over shall be from month to month only and the consideration to be paid shall be based on the rate then prevailing under this Agreement.

16. **Hazardous Substances.** Lessee shall not generate, use, store or dispose of any hazardous substance on the Premises except in accordance with all applicable Federal, State and local laws and regulations. Lessee shall hold City harmless from and indemnify City against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

17. **Early Termination.** Either party may terminate this Agreement upon sixty (60) days written notice. Additionally, City may terminate this Agreement prior to the expiration of the

term by providing Lessee with thirty (30) days written notice specifying the manner in which Lessee is in default of this Agreement. In the event such default is not remedied within the 30 day period, the Agreement shall terminate and be of no further force and effect except as expressly provided herein. City, upon the effective date of such termination, may take possession of the Premises, without further notice or demand to Lessee, unless Lessee has cured the default and notified City in writing prior to or by the effective date of the termination. The following matters shall constitute an event of default:

17.1 Lessee remains in arrears in any payment of rent required by Section 3 for a period of at least five (5) days following receipt of written notice of such arrearage from City.

17.2 Lessee fails or refuses to:

17.2.1 pay any fees required to be paid by it within fifteen (15) days following receipt of written notice of such arrearage from City.

17.2.2 obtain or maintain the insurance required by this Agreement.

17.2.3 maintain the Premises as set forth in this Agreement.

17.3 Lessee files a voluntary petition in any proceedings in Bankruptcy Court.

17.4 Abandonment of the Premises by Lessee.

18. **General Provisions.**

18.1 Notices. Any notices required under this Agreement shall be sent as follows:

If to the Lessee:

Sam Medina
Executive Board President
725 Main St. Suite 11
Woodland, CA 95695
Phone: (916)476-7086
samedina@sbcglobal.net

If to the City:

City of Woodland
Attn: Parks & Recreation Director
2001 East Street
Woodland, CA 95776
Phone: (530) 661-2000
Fax: (530) 666-7257

Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – three (3) days after deposit into the United States Mail, first class postage paid.

(b) If by facsimile, electronic mail or by hand delivery – on the date of receipt by the receiving party.

The addresses set forth in this Section may be changed upon written notice of such change to either the Lessee or the City, as appropriate.

18.2 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.3 Construction; References; Headings. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Lessee include all officers, employees, agents, volunteers and contractors of Lessee, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The headings of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns.

18.5 Assignment. Lessee shall not transfer or sublet the operation of the Premises without the express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code as they may be amended.

18.6 Relationship of the Parties. The parties expressly intend and agree that Lessee, in performing this Agreement, shall act as an independent contractor and shall have control over its work and the manner in which it is performed by Lessee and its employees. Lessee acknowledges that it is not an agent or employee of City and is not entitled to participate in any pension plans, bonus, stock or similar benefits that City provides for its employees.

18.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18.8 Force Majeure. Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or material, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

18.9 Irreparable Damage. Unless as the result of a negligent or intentional act of Lessee, if during the term of this Agreement any portion of the Premises is damaged by fire or other catastrophic cause so as to render such portion of the Premises untenable, the obligations under this Agreement (including the obligation to pay rent) may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give City notice of such untenable conditions and the City shall elect, in its sole discretion and within thirty (30) days, whether to repair the Premises or to cancel this Agreement. In the event City elects not to repair the Premises, this Agreement shall be deemed terminated as of the date the damage occurred.

18.10 Choice of Law/Venue. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Should any judicial proceeding be brought relating to this Agreement, venue shall lie exclusively in a court of competent jurisdiction located in Yolo County, or if no such court can be found in Yolo County, a court of competent jurisdiction closest to Yolo County.

18.11 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

18.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

18.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

18.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

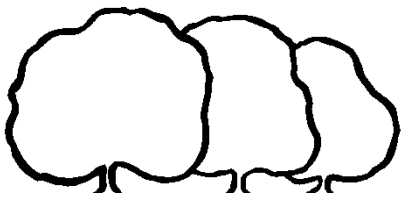
IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

WOODLAND CAL RIPKEN

Mark Deven, City Manager

Sam Medina, Executive Board President



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Automatic Meter Reader (AMR) Fee

Report in Brief

In order to comply with California law, the City of Woodland requires installation of water meters on all new residential units. As part of the City's water meter installation on existing homes, automatic meter reader (AMR) units were installed with the water meters to transmit water consumption data automatically to the Sensus water meter reading system which then gets imported into the utility billing system. Since the City began installing the AMR units on existing homes, developers are also required to install an AMR and water meter as part of the standard specifications for new home construction. Developers have bought the AMR units and installed them during new home construction and submitted vouchers to the City with pertinent AMR and meter account information.

There have been problems with the existing process that have caused delays and the submission of inaccurate information. These issues have caused staff to revise the process for new homes. This revision has resulted in a decision to have City staff complete the purchase and installation of the AMR units in order to improve the transmission of new account information. This revised process requires the implementation of a fee to recover City costs to provide the service.

Staff recommends that the City Council adopt a new fee of \$200/home for the procurement and installation of AMR units by City staff on new residential units and add said fee to the Comprehensive Fee Program.

Background

For the past several years, the City of Woodland has been in the process of installing residential water meters as required by AB 975, the California Water Measurement Law. The law basically stated that homes built after 1991 must be metered and billed on consumption by January 1, 2010 and all other residential homes must be metered by 2025. The City has implemented the water meter project in two phases and is nearing completion. Most of the residential meters have now been installed and homes are either already billed based on consumption or are receiving parallel invoices showing water consumption. Included with the installation of each water meter is an AMR that

automatically transmits water usage information into the Sensus database system which is then downloaded into the utility billing system.

Since the City began installing the AMR units on existing homes, developers are also required to install an AMR and water meter as part of the standard specifications for new home construction. Until now, the City has conditioned the developer to install the meter and to procure the AMR from a third-party vendor and install as part of the new home construction. A voucher showing pertinent data from the AMR and the meter was then submitted to the Public Works utilities division so that the data could be logged into the AMR and meter into the Sensus water meter reading system and then begin billing the property based on water consumption. What has occurred is a delay in receiving the AMR information and some errors in data collection that has created billing delays as well as errors in property owner information and meter location.

In order to correct this problem, staff has developed a new process wherein the City will purchase and install the AMR units. By bringing the procurement and installation of the AMR units in-house, staff can ensure timelier billing of the property owners as well as more accurate information for creating new utility accounts. In addition, the new process will relieve the developers of a cumbersome record keeping and reporting task.

The City's cost to perform this work is \$200 per house. In order to recover this cost, the City Council must approve a new fee.

Discussion

Adoption of the AMR fee will not increase the cost for new development; the cost will be shifted from the third-party vendor to the City. By procuring and installing the AMR units, the City will be completely responsible and accountable for the transmission of all necessary information from both the meter and the AMR unit so that appropriate billing information for the homeowners utility account.

Fiscal Impact

The AMR fee of \$200/unit will cover the cost of the AMR unit as well as the staff time for installation. This new fee will become part of the City's Comprehensive Fee Program.

Public Contact

Posting of the City Council Agenda.

Alternative Courses of Action

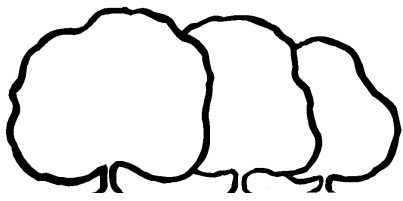
1. Adopt a new fee of \$200/home for the procurement and installation of AMR units by City staff on new residential units and add said fee to the Comprehensive Fee Program.
2. Do not adopt the new AMR fee and provide staff with alternative direction.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Lynn Johnson
Sr. Management Analyst

Mark G. Deven
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Proclamation – Family Day

Report in Brief

Once again, The National Center on Addiction and Substance Abuse at Columbia University has requested that City Council adopt a Proclamation recognizing September 26, 2011 as “Family Day – A Day to Eat Dinner with Your Children™”.

Staff recommends that the City Council adopt a Proclamation recognizing September 26, 2011 as “Family – A Day to Eat Dinner with Your Children™”.

Background

The National Center on Addiction and Substance Abuse at Columbia University launched Family Day in 2001 after research was taken and consistently found that the more often children eat dinner with their parents, the less likely they are to smoke, drink, or use illegal drugs. Any method that shows some success in these areas should be appropriately recognized.

Recommendation for Action

Staff recommends that the City Council adopt a Proclamation recognizing September 26, 2011 as “Family Day – A Day to Eat Dinner with Your Children™”.

Prepared by: Ana Gonzalez
City Clerk

Mark G. Deven
City Manager

Attachment: Proclamation

City of Woodland

Proclamation

Family Day – A Day to Eat Dinner with Your Children™
September 26, 2011

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and,

WHEREAS, 16 years of surveys conducted by The National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and,

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse; and,

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and,

WHEREAS, parents who are engaged in their children's lives – through such activities as frequent family dinners – are less likely to have children who abuse substances; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE, the City Council of the City of Woodland does hereby proclaim Monday, September 26, 2011 as Family Day – A Day to Eat Dinner with Your Children™, and urges all citizens to recognize and participate in its observance.

Dated this 6th day of September, 2011

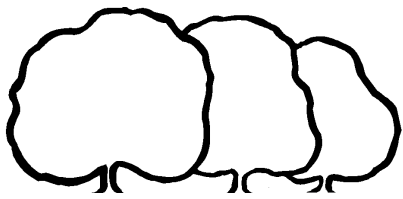
Artemio Pimentel, Mayor

Marlin H. Davies, Vice Mayor

Martie L. Dote, Council Member

William L. Marble, Council Member

Tom Stallard, Council Member



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: PERS Employer Paid Member Contribution for Police Units

Report in Brief

Recent changes to the agreements for the Police Employees Association, Police Supervisors, and Police Mid-Management bargaining units have resulted in changes related to the payment of member contributions.

Staff recommends that the City Council adopt Resolution Nos. ____, ____ and ____ which provides for a change of normal member contributions paid by the City of Woodland, on behalf of the members, to be reported as additional compensation.

Background

In July 2011, the City approved MOU side letter of agreements for the Police Employees Association, Police Supervisors and Police Mid-Management. One of the modifications of the side letters requires all employees to commence paying the PERS employee retirement contributions. Concurrently, the City will no longer pay and report employer paid member contributions (EPMC). This implements a change in benefits already approved by City Council.

Discussion

To implement EPMC modifications for the Police Employees Association, Police Supervisors, and Police Mid-Management the City Council must adopt resolutions which provide for the change in paying and reporting of EPMC. PERS requires that the resolution must state: (a) the member category (Police); (b) the percent of the normal member contribution rate being paid as EPMC and reported as additional compensation (0% for all members); (c) the effective date the value of EPMC will be reported (September 7, 2011); and (d) the resolution must be approved by council and received by PERS. The resolution for City Council to consider meets all these requirements.

Fiscal Impact

The proposed modification to EMPC, in connection with the corresponding salary adjustments already approved by Council, is effectively cost neutral to the City. Because some benefits paid on behalf of the employee (including Medicare, unemployment, and worker's compensation) are based upon a percentage of salary, the City will incur very minor costs related to the increases in salary. For all three Police associations, the cost to the General Fund is \$10,800. Savings to offset this additional cost will be identified and presented to Council with the mid-year budget adjustments.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council adopt Resolution Nos. ____, ____ and ____ which provides for a change of normal member contributions paid by the City of Woodland, on behalf of the members, to be reported as additional compensation.

Prepared by: Amy Buck
HR Manager

Mark G. Deven
City Manager

Attachments: Resolutions for Paying and Reporting the Value of EPMC Police Employees Association, Police Supervisors Association and Police Mid-Management Association

RESOLUTION NO. ____
RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTIONS

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

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

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

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

This benefit shall apply to all employees of Police Employees Association.

This benefit shall consist of paying zero percent (0%) of normal contributions for miscellaneous members and zero percent (0%) of normal contributions for safety members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

The effective date for this resolution shall be September 7, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Woodland elects to pay and report the value of EPMC as set forth above.

PASSED AND ADOPTED by the City Council of the City of Woodland this 6th day of September, 2011, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WOODLAND

Artemio Pimentel, Mayor

ATTEST:

Ana B. Gonzalez, CITY CLERK

RESOLUTION NO. ____
RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTIONS

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

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

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

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

This benefit shall apply to all Police Supervisors.

This benefit shall consist of paying zero percent (0%) of normal contributions for safety members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

The effective date for this resolution shall be September 7, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Woodland elects to pay and report the value of EPMC as set forth above.

PASSED AND ADOPTED by the City Council of the City of Woodland this 6th day of September, 2011, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WOODLAND

Artemio Pimentel, Mayor

ATTEST:

Ana B. Gonzalez, CITY CLERK

RESOLUTION NO. ____
RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTIONS

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

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

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

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

This benefit shall apply to all employees of Police Mid Management.

This benefit shall consist of paying zero percent (0%) of normal contributions for safety members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

The effective date for this resolution shall be September 7, 2011.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Woodland elects to pay and report the value of EPMC as set forth above.

PASSED AND ADOPTED by the City Council of the City of Woodland this 6th day of September, 2011, by the following vote on roll call:

AYES:

NOES:

ABSENT:

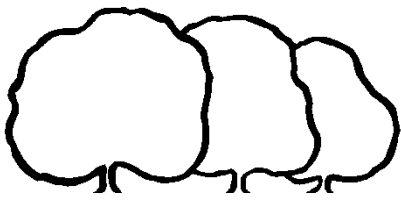
ABSTAIN:

CITY OF WOODLAND

Artemio Pimentel, Mayor

ATTEST:

Ana B. Gonzalez, CITY CLERK



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Adoption of Mitigated Negative Declaration for the Southwest Area
Water Storage Tank

Report in Brief

As the City Council is aware, Public Works has proposed a water storage tank at the David Douglass Park. The project involves the construction of a new 3 million gallon concrete water storage tank, pumping facility and emergency generator in an enclosed building. The project, if completed, will help meet peak hour and maximum day demand thereby reducing future cost of well construction. This storage is also needed for the future construction of the Davis Woodland Water Supply Project's water treatment facility.

As with most discretionary actions by the City that involve construction of facilities, construction of the storage tank requires analysis under the California Environmental Quality Act (CEQA). The required environmental studies have been completed and the findings associated with the studies have been prepared for the City Council's consideration.

Staff recommends that City Council hold a public hearing and adopt the Mitigated Negative Declaration for the southwest storage tank in accordance with the State CEQA Guidelines, Section 15071.

Background

West Yost Engineering, Inc. was hired to evaluate the ability of the City's existing system to meet operational, fire flow and emergency water demand for existing and full build out population. This evaluation incorporates the flow capacity from the proposed surface water treatment plant. At the conclusion of this analysis, it was determined that the City would need an additional storage capacity of 5 million gallons to meet existing demand and then an additional 3 million gallons to meet full build out demand.

The additional storage capacity was recommended to be located in the following areas of the City:

1. 3 million gallon storage tank in the southwest region,
2. 2 million gallon storage tank in the northeast region and
3. 3 million gallon storage tank at the new surface water treatment plant site.

The proposed 3 million gallon storage tank in the southwest region will improve system pressure in this region during max day and peak hour demand and deliver a reliable and stable water supply. This tank will also provide sufficient storage capacity so that the future water treatment facility can be more fully utilized by allowing nighttime surplus treatment production to be stored for utilization during daytime peak periods of use.

Discussion

The project will consist of a concrete storage tank with a diameter of approximately 160 feet and be approximately 25 feet above finished grade. To reduce visual impacts and to reduce the potential for tank settlement, the concrete tank will be partially buried about 12 feet below existing ground surface. It will also include a booster pump station with a rated capacity of 3,000 gallons per minute initially and expandable to 6,000 gallons per minute.

The tank will be within the David Douglass stormwater retention facility. The impacts to the function of this stormwater retention basin are minimal and this impact will be fully mitigated by converting the existing manual controls that serve that area over to a more efficient computer automated control system. This mitigation measure will result in reduced localized flooding in many areas of the southwest portion of the city.

The purpose of this document is to present to Council and the general public the environmental consequences of implementing the project. The initial study has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resource Code Section 21000 et seq.) and the State CEQA guidelines (California Code of Regulations Section 15000 et seq.) to assess the potential effects on the environment and the significance of those effects. Based on this study it has been determined that the proposed project would not have any significant effect on the environment once mitigation measures are implemented. This conclusion is supported by the following findings:

1. The proposed project would have no impact related to agriculture and forest resources, mineral resources, and population and housing.
2. The proposed project would have a less than significant impact on aesthetics, air quality, geology and soils, greenhouse gasses, land use and planning, noise, public services, recreation, transportation, traffic, utilities and service systems.
3. Mitigation is required to reduce potentially significant impacts related to biological resources, cultural resources, hazards and hazardous materials, hydrology and water resources.

Contained in the document are mitigation measures that will be implemented by the City to avoid or minimize environmental impacts. Implementation of these mitigation measures would reduce the environmental impacts of the proposed project to less- than significant level. The summary of the findings and mitigation measures are presented in the Executive Summary Initial Study/Mitigated Negative Declaration document (Attachment No. 1).

Development of this project has been closely coordinated with the Community Development Department, Parks Division, the Finance Department, and the Woodland-Davis Clean Water Agency prior to seeking Council approval of the Mitigated Negative Declaration.

This project has also included a public outreach component to facilitate public awareness. A community meeting was held for the project on March 16, 2011, 6.30 p.m., at the City of Woodland Community and Senior Center to provide an opportunity for the public to learn more about the project, ask questions and provide necessary input on their concerns. Residents within 500 feet of the proposed location of the project were invited by letter to participate in the meeting; one resident attended and he was in favor of the project. The project was also approved by the Parks and Recreation Commission on April 23, 2011. The Initial Study/Mitigated Negative Declaration (IS/MND) was available for a 30-day public review period from July 29, 2011 to August 29, 2011 on the City's website www.cityofwoodland.org, at the City Manager's office, the Woodland Public Library, and at the Public Works Department.

Fiscal Impact

The total budget for this project in the approved capital budget is \$6,979,000, \$5,309,000 is available through June 2012 and \$1,670,000 is available in FY2012/2013.

Public Contact

In addition to the public review described herein, the City Council agenda was posted.

Alternative Courses of Action

1. Hold a public hearing and adopt the Mitigated Negative Declaration for the southwest storage tank in accordance with the State CEQA Guidelines, Section 15071.
2. Do not adopt the Mitigated Negative Declaration and provide direction to staff on changes to be made to the document.

Recommendation for Action

Staff recommends that City Council approve Alternative No.1.

Prepared by: Akin Okupe
Senior Civil Engineer

Reviewed by: Doug Baxter
Principal Civil Engineer

Reviewed by: Greg G Meyer
Director of Public Works

Mark G. Deven
City Manager

Attachments: Executive Summary
IS/MND

EXECUTIVE SUMMARY

CITY OF WOODLAND SOUTHWEST AREA WATER STORAGE TANK INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The City is proposing to construct a new 3 million gallon (mg) water storage tank and booster pump station on approximately 1.5 acres in the southwest corner of David Douglass Park located near the southwest limits of the City of Woodland, in Yolo County, California. The purpose of the project is to provide adequate water storage to take delivery of surface water from the Davis Woodland Water Supply Project (DWWSP), to help meet the City's peak hourly water system demands, provide additional water capacity during emergencies such as fires, assist in meeting the regulatory needs of the City's Water Pollution Control Facility, and to help provide improved water pressure to City customers. The overall objective of the project is to improve the quality and dependability of water service to the southwest area of the City of Woodland.

The concrete tank would be circular with a diameter of 160 feet and a height of approximately 25 feet from finished grade. The tank design, materials, and erection would conform to American Water Works Association Standards (i.e. current recommended practice for the design, construction, inspection, and maintenance of water-containing structures) and the Uniform Building Code for seismic criteria. The concrete tank would be partially buried below the ground surface, surrounded by security fencing, and screened with vegetation.

A new booster pump station would be required to pump treated surface water from the new water tank. The proposed booster pump station would be located just east of existing Well 17 and south of the proposed water tank. The station would be sized for 6,000 gallons per minute (gpm) but would operate with an initial capacity of 3,000 gpm until additional capacity is needed. The station would consist of four pumps, an automatic control valve for tank filling, standby power, an indoor generator with acoustic louvers, and electrical controls housed in a 3,000 square-foot, single-story, masonry block building.

A new access driveway to the water tank would be provided off El Dorado Drive. Formal parking spaces would not be provided but open, paved, parking areas would be provided along the driveway for City staff and emergency vehicles. Security lighting would be provided at the facility and would consist of minimal wall-mounted lighting at the booster pump station building and 6 to 8 pole-mounted lights with a height of 20-25 feet surrounding the tanks. A fuel storage tank and transformer are proposed just north of the proposed pump station.

Two new 12-inch and one new 20-inch underground water conveyance pipelines are proposed to convey water stored at the site to existing water mains located within surrounding roadways. Approximately 2,255 linear feet of new pipeline, with a temporary 0.5 acre area of disturbance, is proposed to be constructed and would primarily be installed in David-Douglass Park.

Construction of the project would begin in Fall 2011 and last approximately 12-14 months (peak activity would last 6-8 months) with operation of the project scheduled for 2013. The City would only allow construction between 8 a.m. and 6 p.m., Monday through Friday.

An Initial Study has been prepared to assess the projects potential effects on the environment and the significance of those effects. Based on the Initial Study, it has been determined that the proposed project would not have any significant effects on the environment once mitigation measures are implemented. This conclusion is supported by the following findings:

1. The proposed project would have no impact related to agriculture and forest resources, mineral resources, and population and housing.
2. The proposed project would have a less-than-significant impact on aesthetics, air quality, geology and soils, greenhouse gases, land use and planning, noise, public services, recreation, transportation and traffic, and utilities and service systems.
3. Mitigation is required to reduce potentially significant impacts related to biological resources, cultural resources, geology and soils, and hydrology and water quality.

Following are the mitigation measures that will be implemented by the City of Woodland to avoid or minimize environmental impacts of the proposed project. Implementation of these mitigation measures would reduce the environmental impacts of the proposed project to a less-than-significant level.

- Impacts to Nesting Raptors: If construction activity is scheduled to occur during the typical nesting season for raptors, Mitigation Measure BIO-1 in the IS requires the City retain a qualified biologist to conduct preconstruction surveys to determine if active nests are present and if present and to establish appropriate buffers to avoid disturbing the nesting raptors.
- Archaeological Resources: If an inadvertent discovery of cultural materials is made during project-related ground disturbing activities, Mitigation Measure CUL-1 requires the City to cease construction activities in the area of the find and consult with a qualified archaeologist to appropriately record and preserve the cultural resources.
- Paleontological Resources: Mitigation Measure CUL-2 requires the City to train all construction personnel in the proper identification of paleontological resources at the site. In the event that paleontological resources are discovered, construction activities will cease in the area of the find and appropriate recordation and preservation measures will be implemented.
- Undiscovered Human Remains: Mitigation Measure CUL-3 requires that if human remains are uncovered during ground-disturbing activities, construction activities will cease in the area of the find and the Yolo County Coroner and a professional archaeologist shall be contacted to determine the nature and extent of the remains. If the coroner determines that the remains are those of a Native American, the City will comply with the responsibilities identified in Section 5097.9 of the California Public Resources Code, which identifies the appropriate procedures for handling Native American Remains.
- Stormwater Impacts: Mitigation Measure GEO-1, requires the City to secure a a General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities from the State Water Resources Control Board (SWRCB). The City will also prepare a Stormwater Pollution Prevention Plan (SWPPP) for construction activities.

City of Woodland Southwest Area Water Storage Tank

Initial Study/Mitigated Negative Declaration



PREPARED FOR:
City of Woodland
Public Works Department
655 N. Pioneer Avenue
Woodland, CA 95776

July 14, 2011

City of Woodland

Southwest Area Water Storage Tank

Initial Study/Mitigated Negative Declaration



Prepared for:

City of Woodland
Public Works Department
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Prepared by:

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916-930-3183
Amanda.Olekszulín@ascentenvinc.com

July 14, 2011

MITIGATED NEGATIVE DECLARATION

Project: City of Woodland Southwest Area Water Storage Tank

Lead Agency: City of Woodland, Public Works Department

PROJECT DESCRIPTION

This Initial Study and Mitigated Negative Declaration (IS/MND) evaluates the environmental effects of the proposed water storage tank in Woodland, California. The project involves the construction of a new 3 million gallon (mg) concrete water storage tank at David Douglass Park. The project site is located in the southwest corner of the City of Woodland in Yolo County. The City proposes the construction of a ground-level water storage tank and booster pump station to improve water service in the area and to store treated surface water delivered from the Woodland-Davis Clean Water Agency. The project would replace an existing groundwater well and pump when they are no longer functional.

FINDINGS

An Initial Study has been prepared to assess the projects potential effects on the environment and the significance of those effects. Based on the Initial Study, it has been determined that the proposed project would not have any significant effects on the environment once mitigation measures are implemented. This conclusion is supported by the following findings:

1. The proposed project would have no impact related to agriculture and forest resources, mineral resources, and population and housing.
2. The proposed project would have a less-than-significant impact on aesthetics, air quality, geology and soils, greenhouse gases, land use and planning, noise, public services, recreation, transportation and traffic, and utilities and service systems.
3. Mitigation is required to reduce potentially significant impacts related to biological resources, cultural resources, hazards and hazardous materials, and hydrology and water quality.

Following are the mitigation measures that will be implemented by the City of Woodland to avoid or minimize environmental impacts. Implementation of these mitigation measures would reduce the environmental impacts of the proposed project to a less-than-significant level.

BIOLOGICAL RESOURCES

Mitigation Measure Bio-1

The City will implement the following measures to minimize impacts to Swainson's hawk, white-tailed kite, burrowing owl, and other raptors:

- › If tree removal and other ground-disturbing activities would be conducted during the non-breeding season for raptors (September 15-January 31), then no mitigation is required.
- › If construction activity is scheduled to occur during the typical nesting season for raptors, the City shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests within publicly accessible areas within 1/4 mile of project site for Swainson's hawk and 500 feet for other raptors that could be affected by on-site project construction. The surveys shall be conducted within 14 days and no more than 30 days before the beginning of project activity.
- › If active nests are found, impacts on nesting Swainson's hawks and other raptors will be avoided by establishment of appropriate buffers around the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged and the nest is no longer active. The buffer may be adjusted based on a recommendation from a qualified biologist, in consultation with DFG, if the construction activities are unlikely to disturb the nest. The qualified biologist, in consultation with City of Woodland, would determine if monitoring of the nest would be required to ensure that nest abandonment or failure does not occur.
- › If no nests are found, no further mitigation is required.

Cultural Resources

Mitigation Measure CUL-1

If an inadvertent discovery of cultural materials (e.g., animal bone, unusual amounts of shell, ceramics, glass, etc.) is made during project-related ground disturbing activities, any ground disturbance in the area of the find shall be halted and a qualified professional archaeologist shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant per the NRHP/CRHR and develop appropriate mitigation. Mitigation may include, but not necessarily be limited to, in-field documentation, archival research, archaeological testing, data recovery excavations or recordation.

Mitigation Measure CUL-2

Before the start of grading and/or excavation, the City shall retain a qualified paleontologist or archaeologist to train all construction personnel involved with earthmoving activities, regarding the possibility of encountering paleontological resources at the site, the appearance and types of paleontological resources likely to be seen during project construction, and proper notification procedures should such resources be encountered.

In the event that paleontological resources are discovered during ground disturbing activities, grading and construction work within 100 feet of the find shall be suspended until the significance of the features can be determined by a qualified professional paleontologist as appropriate. A qualified professional paleontologist shall then make recommendations for measures necessary to protect the find, or to undertake data recovery, excavation, analysis, and curation of paleontological materials as appropriate.

Mitigation Measure CUL-3

In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, potentially damaging excavation in the area of the burial shall be halted and the Yolo County Coroner and a professional archaeologist shall be contacted to determine the nature and extent of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code, Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by phone within 24 hours of making that determination (Health and Safety Code, Section 7050[c]).

If the remains are determined to be those of a Native American, then the following shall occur:

- (a) The (State Historic Preservation Office (SHPO), the construction contractor, an archaeologist, and the NAHC-designated Most Likely Descendant (MLD) shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in Section 5097.9 of the California Public Resources Code.
- (b) The SHPO shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the MLD has taken place. The MLD shall have 48 hours to complete a site inspection and make recommendations after being granted access to the site. A range of possible treatments for the remains, including nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment may be discussed. Assembly Bill (AB) 2641 suggests that the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. AB 2641(e) includes a list of site protection measures and states that the City shall implement one or more of the following measures:
 - › record the site with the NAHC or the appropriate Information Center,
 - › utilize an open-space or conservation zoning designation or easement, and/or
 - › record a document with the county in which the property is located.
- (c) The City or its authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify a MLD, or if the MLD fails to make a recommendation within 48 hours after being granted access to the site. The City may also reinter the remains in a location not subject to further disturbance if the City rejects the recommendation of the MLD, and mediation by the NAHC fails to provide measures acceptable to the City.

GEOLOGY AND SOILS

Mitigation Measure GEO-1

Construction of the proposed project would result in disturbance of more than one acre of land. Therefore, a General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities from the State Water Resources Control Board (SWRCB) would be required for the project. As a condition of that permit, a Stormwater Pollution Prevention Plan (SWPPP) for construction activities shall be prepared and implemented. The

SWPPP will identify pollutant sources that could affect the quality of stormwater discharge, and shall include provisions for implementing Best Management Practices (BMPs) that reduce or eliminate water pollution associated with project construction. The following includes a partial list of BMPs that shall be included, as applicable, in order to mitigate construction related water quality impacts:

- › If excavation occurs during the rainy season, storm runoff from the construction area shall be regulated through a storm water management/erosion control plan that shall include temporary on-site silt traps and/or basins with multiple discharge points to natural drainages and energy dissipaters. Stockpiles of loose material shall be covered and runoff diverted away from exposed soil material. If work stops due to rain, a positive grading away from slopes shall be provided to carry the surface runoff to areas where flow would be controlled, such as the temporary silt basins. Sediment basins/traps shall be located and operated to minimize the amount of off-site sediment transport. Any trapped sediment shall be removed from the basin or trap and placed at a suitable location onsite, away from concentrated flows, or removed to an approved disposal site.
- › Temporary erosion control measures (such as fiber rolls, staked straw bales, detention basins, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) shall be provided until perennial revegetation, landscaping, or pavement is established and can minimize discharge of sediment into nearby waterways.
- › Sediment shall be retained on-site by a system of sediment basins, traps, or other appropriate measures.
- › No disturbed surfaces shall be left without erosion control measures in place during the rainy season, from October 15th through April 30th.
- › Erosion protection shall be provided on all cut-and-fill slopes. Revegetation shall be facilitated by mulching, hydroseeding, or other methods and shall be initiated as soon as possible after completion of grading and prior to the onset of the rainy season (by October 15th).
- › Grass turf will be established on the construction site, including the temporary staging area, as soon as possible after disturbance.

BMPs selected and implemented for the project will be in place and operational prior to the onset of major earthwork on the site. The construction phase facilities will be maintained regularly and cleared of accumulated sediment as necessary. Effective mechanical and structural BMPs that could be implemented at the project site include the following:

- › Mechanical storm water filtration measures, including oil and sediment separators or absorbent filter systems installed within the storm drainage system to provide filtration of storm water prior to discharge.
- › Vegetative strips, high infiltration substrates, and grassy swales used where feasible throughout the development to reduce runoff and provide initial storm water treatment.
- › Roof drains will discharge to natural surfaces or swales where possible to avoid excessive concentration and channelizing storm water.
- › Permanent energy dissipaters included in drainage outlets.

Questions or comments regarding this Mitigated Negative Declaration and Initial Study may be addressed to:

Mr. Akin Okupe
Senior Civil Engineer
City of Woodland
Public Works Department
655 N. Pioneer Avenue
Woodland, CA 95776
Phone: 530-661-5885
Fax: 530-661-1290
E-mail comments may be addressed to: Akin.okupe@cityofwoodland.com

If you have questions regarding the IS/ MND, please call Akin Okupe at (530) 661-5885. If you wish to send written comments (including via e-mail), they must be postmarked/received by August 24, 2011.

After comments are received from the public and reviewing agencies, the City may (1) adopt the MND and approve the proposed project; (2) undertake additional environmental studies; or (3) abandon the project. If the project is approved, the City may proceed with detailed design and construction.

Mr. Akin Okupe
Senior Civil Engineer

[Date]

Pursuant to Section 21082.1 of the California Environmental Quality Act, the City of Woodland has independently reviewed and analyzed the Initial Study and Mitigated Negative Declaration for the proposed project and finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the City of Woodland. The Lead Agency further finds that the project mitigation measures shall be implemented as stated in the Mitigated Negative Declaration.

I hereby approve this project:

Name, Title

City of Woodland

(to be signed upon approval of the project after the public review period is complete)

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1 INTRODUCTION

1.1 INTRODUCTION AND REGULATORY GUIDANCE

This Initial Study (IS) has been prepared by the City of Woodland (City) to evaluate the potential environmental effects of constructing a new 3 million gallon (mg) water storage tank at David Douglass Park (project site). The project site is located in the southwest corner of the City of Woodland in Yolo County.

This document has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.). An IS is prepared by a lead agency to determine if a project may have a significant effect on the environment (State CEQA Guidelines Section 15063[a]), and thus to determine the appropriate environmental document. In accordance with State CEQA Guidelines Section 15070, a “public agency shall prepare...a proposed negative declaration or mitigated negative declaration...when: (a) The [IS] shows that there is no substantial evidence in light of the whole record before they agency, that the project may have a significant impact on the environment, or (b) The [IS] identifies potentially significant effects but (1) Revisions in the project plans or proposal made by or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effect or mitigate the effects to a point where clearly no significant effects would occur, and (2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.” In this circumstance, the lead agency prepares a written statement describing its reasons for concluding that the proposed project would not have a significant effect on the environment and, therefore, does not require the preparation of an Environmental Impact Report (EIR). By contrast, an EIR is required when the project may have a significant environmental impact that cannot clearly be reduced to a less-than-significant effect by adoption of mitigation or by revisions in the project design.

1.2 PURPOSE OF THE INITIAL STUDY

As described in the environmental checklist (Chapter 3), the proposed project would not result in significant environmental impacts. Therefore, an MND, supported by analysis prepared in an IS, is the appropriate document for compliance with the requirements of CEQA. This IS conforms to the content requirements of State CEQA Guidelines Section 15071.

Under CEQA, the lead agency is the public agency with primary responsibility over approval of the proposed project. The City is the lead agency for the proposed Southwest Area Water Storage Tank Project (project). The City has directed the preparation of an analysis that complies with CEQA. A community meeting was held on March 16, 2011, 6:30 p.m., at the City of Woodland Community and Senior Center, to provide an opportunity for the public to learn more about the project, ask questions, and talk with City staff and engineers about the proposed project. The purpose of this document is to present to decision-makers and the public the environmental consequences of implementing the proposed project. This disclosure document is being made available to the public for review and comment. The IS/ MND is available for a 30-day public review period from July 26, 2011 to August 24, 2011.

Supporting documentation referenced in this document is available for review at the City of Woodland, Public Works Department:

City of Woodland
Public Works Department
655 N. Pioneer Avenue, Woodland, CA 95776

Comments should be addressed to:

Mr. Akin Okupe
Senior Civil Engineer
City of Woodland
Public Works Department
655 N. Pioneer Avenue
Woodland, CA 95776
Phone: 530-661-5885
Fax: 530-661-1290
E-mail comments may be addressed to: Akin.okupe@cityofwoodland.com

If you have questions regarding the IS, please call Akin Okupe at (530) 661-5885. If you wish to send written comments (including via e-mail), they must be postmarked/received by August 24, 2011.

After comments are received from the public and reviewing agencies, the City may (1) adopt the MND and approve the proposed project; (2) undertake additional environmental studies; or (3) disapprove the project. If the project is approved, the City may proceed with detailed design and construction.

1.3 SUMMARY OF FINDINGS

Chapter 3 of this document contains the analysis and discussion of potential environmental impacts of the proposed project.

Based on the issues evaluated in that chapter, it was determined that the proposed project would have no impact related to the following issue areas:

- ▲ Agriculture and Forest Resources,
- ▲ Land Use and Planning,
- ▲ Mineral Resources, and
- ▲ Population and Housing

Impacts of the proposed project would be less-than-significant for the following issue areas:

- | | |
|-----------------------------------|---------------------------------|
| ▲ Aesthetics, | ▲ Public Services, |
| ▲ Air Quality, | ▲ Transportation/Traffic, |
| ▲ Greenhouse Gas Emissions, | ▲ Recreation, and |
| ▲ Hazards and Hazardous Materials | ▲ Utilities and Service Systems |
| ▲ Noise, | |

Impacts of the proposed project for the following issue areas would be less than significant with the incorporation of the mitigation measures described in Chapter 3:

- ▲ Biological Resources,
- ▲ Cultural Resources,
- ▲ Geology and Soils, and
- ▲ Hydrology and Water Quality

1.4 ENVIRONMENTAL PERMITS

In addition to City approval, the project would require a National Pollution Discharge Elimination System (NPDES) permit for construction activities administered by the State Water Resources Control Board (SWRCB).

1.5 DOCUMENT ORGANIZATION

This IS is organized as follows:

Chapter 1: Introduction. This chapter provides an introduction to the environmental review process. It describes the purpose and organization of this document as well as presents a summary of findings.

Chapter 2: Project Description and Background. This chapter describes the purpose of and need for the proposed project, identifies project objectives, and provides a detailed description of the proposed project.

Chapter 3: Environmental Checklist. This chapter presents an analysis of a range of environmental issues identified in the CEQA Environmental Checklist and determines if each issue would result in no impact, a less-than-significant impact, a less-than-significant impact with mitigation incorporated, or a potentially significant impact. If any impacts were determined to be potentially significant, an EIR would be required. For this project, however, none of the impacts were determined to be significant after implementation of recommended mitigation measures.

Chapter 4: References. This chapter lists the references used in preparation of this IS .

Chapter 5: List of Preparers. This chapter identifies report preparers.

2 PROJECT DESCRIPTION

2.1 INTRODUCTION

The City of Woodland (City) currently depends entirely on groundwater as its potable water supply source. Use of groundwater as its sole supply has become a challenge as the reliability and diminishing quality of groundwater supplies has declined. With aging water systems, more stringent drinking water regulations, and restrictive wastewater discharge regulations, the City is taking steps towards replacing much of its groundwater supply with treated surface water. The City is proposing to construct a ground-level water storage tank and booster pump station in the southwest corner of David Douglass Park to improve water service in the area and to store treated surface water delivered from the Woodland-Davis Clean Water Agency (see detailed description below).

2.2 BACKGROUND AND NEED FOR THE PROJECT

The City's existing water facilities consist of one elevated water storage tank, located in northwest Woodland on Beamer Street, a network of distribution pipelines and pump stations, and 20 groundwater wells that pump water for delivery to the residents of Woodland. In September 2009, the cities of Woodland and Davis established the Woodland-Davis Clean Water Agency (WDCWA), a joint powers authority, to implement and oversee a regional water supply project. A Draft and Final EIR were published and certified for the Davis-Woodland Water Supply Project (DWWSP) in April and October 2007, respectively. The DWWSP will replace deteriorating groundwater supplies with safe, more reliable surface water supplies from the Sacramento River. Once complete, the project will serve more than two-thirds of the urban population of Yolo County and the University of California, Davis (UC Davis), a project partner.

In order to divert surface water from the Sacramento River and deliver the water to the City, the DWWSP includes the construction of a jointly-owned (by Reclamation District 2035 and the CWA) and operated intake facility on the Sacramento River. Raw water pipelines connecting the intake to a new regional water treatment plant, and separate pipelines delivering treated water to Woodland, Davis and UC Davis will also be constructed. The DWWSP project will divert up to 45,000 acre-feet of water per year from the Sacramento River, treat the water at the new water treatment plant, then deliver the water to the partner agencies. Approximately 26,000 acre-feet of surface water would be delivered to the City of Woodland on a yearly basis. As a result, the City needs to identify and construct new water storage facilities in order to take delivery of the surface water. Further, there are limitations within the City's existing water system that require improvement. For example, the southwest portion of the City experiences low water system pressures at times of peak water usage. In addition, Well 17 (the location where the new water tank is proposed), is experiencing a gradual decline in groundwater quality and may need to be taken out of service or used for non-potable uses (i.e., park irrigation). As a result a replacement water supply and storage would be needed.

2.3 PROJECT OBJECTIVES

The purpose of the proposed water tank is to provide adequate water storage to take delivery of surface water from the DWWSP, help meet the City's peak hourly water system demands, provide additional water capacity during emergencies such as fires, and to assist in providing improved water pressure to City customers. The overall objective of the project is to improve the quality and dependability of water service to the southwest area of the City of Woodland by constructing a new water storage tank and booster pump station. Other objectives of the project include the following:

- ▲ provide reliable water supplies to the City's customers, even during power outages;
- ▲ ensure water supply consistently meets firefighting needs;
- ▲ improve water pressure to customers in the southwest area of the City; and
- ▲ allow for the storage and distribution of higher-quality surface water.

2.4 PROJECT DESCRIPTION

The City is proposing to construct a new 3 million gallon (mg) water storage tank and booster pump station facility on approximately 1.5 acres in the southwest corner of David Douglass Park located near the southwest limits of the City of Woodland, in Yolo County, California (Exhibit 2-1).

2.4.1 WATER STORAGE TANK

The proposed 3 mg water tank would be located at the western edge of the existing on-site, multi-use detention basin adjacent to City Well 17 (Exhibit 2-2 and 2-3). The tank would provide operational, fire, emergency, and inactive water storage (i.e., base water level maintained in the tank to keep the pumps submerged) for the project area. The tank would be filled during the night or early morning when customer water demands are minimal and would be drawn down during the day as required to satisfy water demands under peak water use conditions or emergency operating conditions.

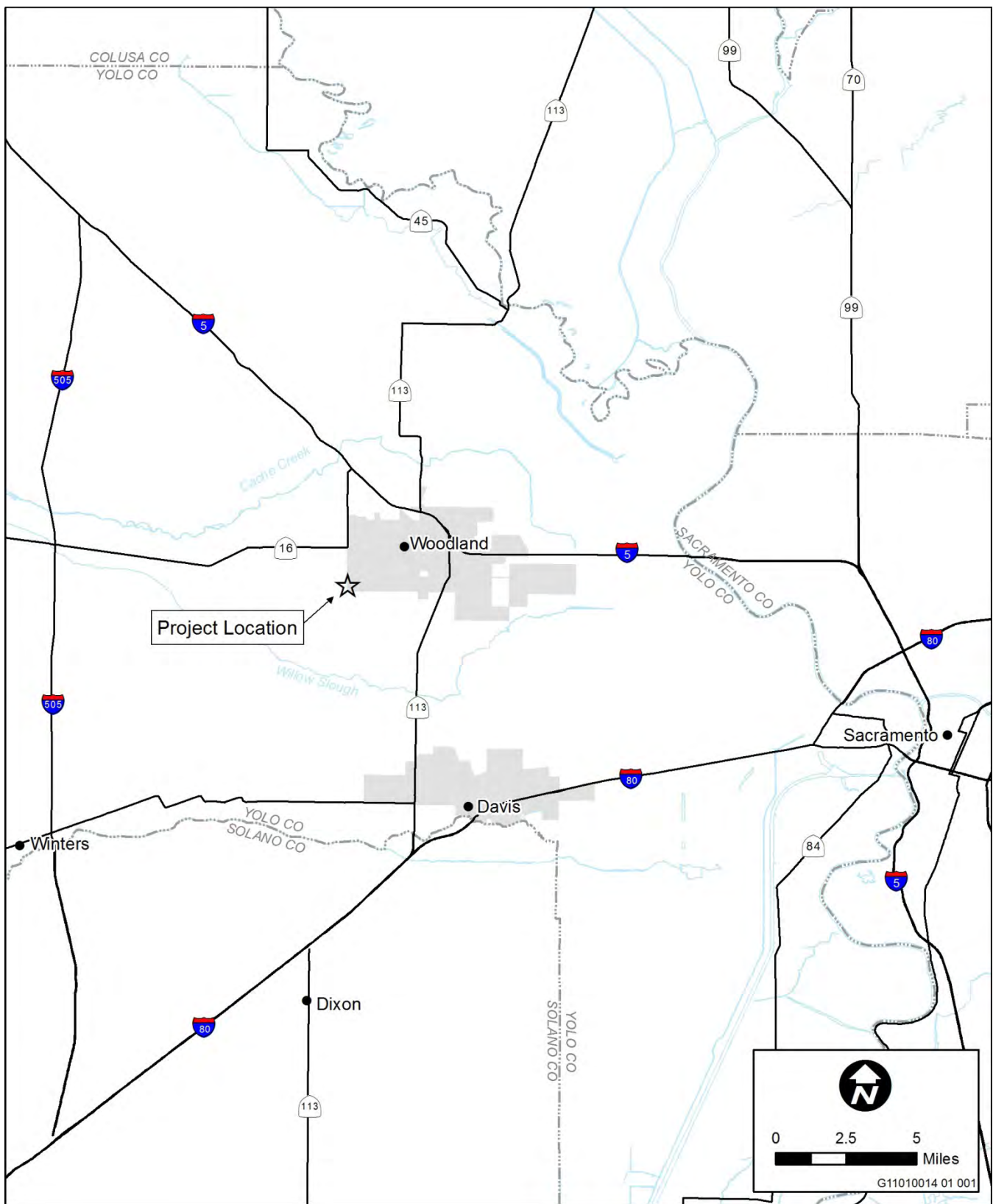
Other design features of the tank would include a drainage sump, wash-down facilities, exterior and interior access ladders, safety climb devices, roof access hatches and handrail, side access entry-ways, roof vent, liquid level indicator, overflow pipe and weir, tank drain, and sample nozzles.

The proposed water storage tank would be circular in design and constructed of concrete (Exhibit 2-4). The tank design, materials, and erection would conform to American Water Works Association Standards (i.e. current recommended practice for the design, construction, inspection, and maintenance of water-containing structures) and the Uniform Building Code for seismic criteria. The concrete tank would be partially buried below the ground surface.

The tank would be surrounded by security fencing and would be screened with vegetation selected to provide a year-round green cover.

CONCRETE TANK

The concrete tank would be circular with a diameter of 160 feet and a height of approximately 25 feet from finished grade. The tank would be constructed with a conventional concrete floor and foundation, core wall, and dome roof. The concrete tank would be partially buried at an estimated depth of approximately 12 feet below existing ground surface and would be located approximately 24 feet above groundwater depth. A drainage collection system would be constructed under the concrete tank to detect and observe tank leaks or to control groundwater intrusion if needed. Approximately 7,000 cubic yards of soil material would need to be exported from the site. The project would require import of approximately 3,800 cubic yards of construction material (i.e. concrete, gravel, etc.) to build the tank and pump station.



Source: Yolo County 2011; adapted by Ascent 2011.

Exhibit 2-1

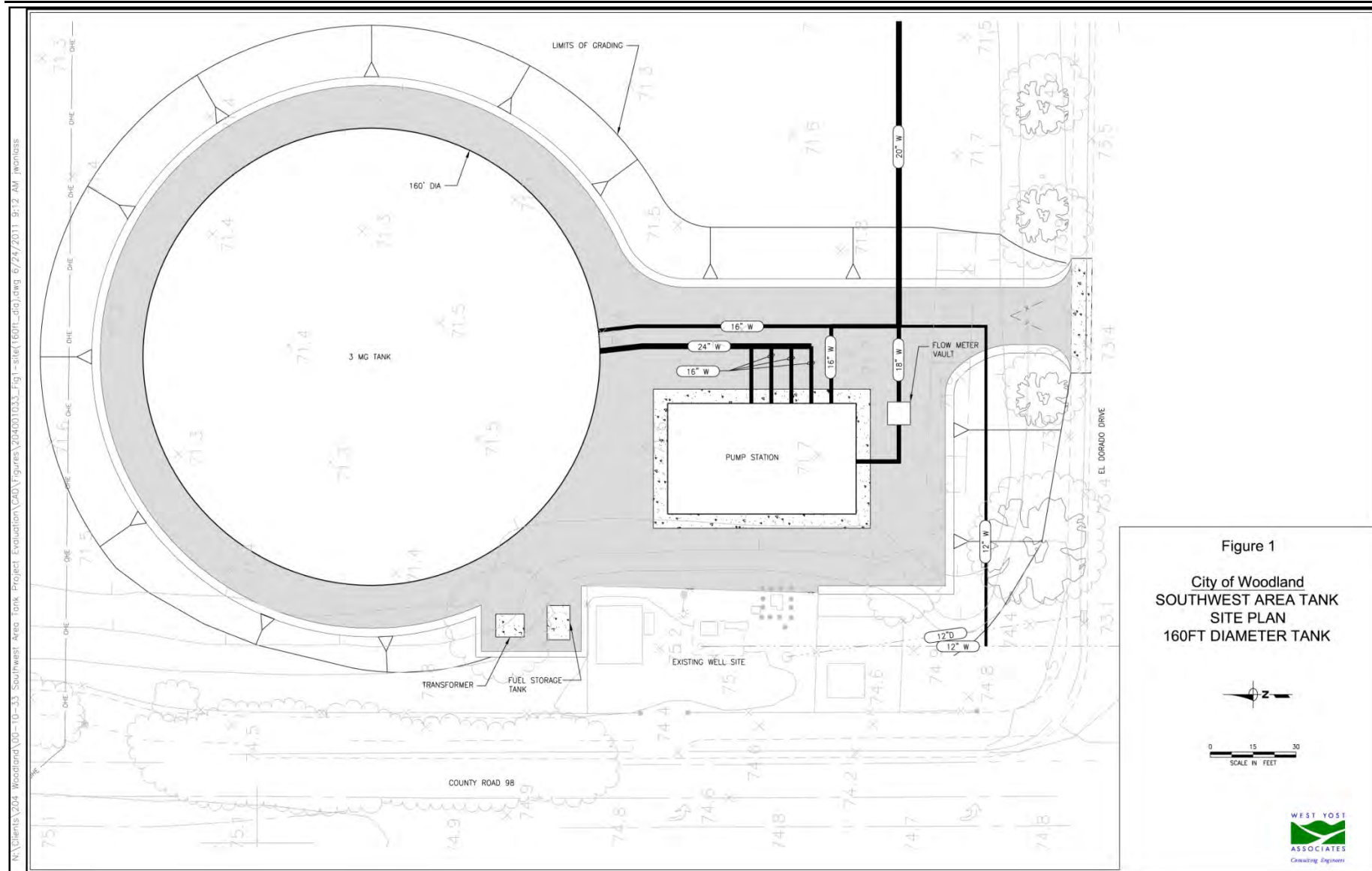
Project Vicinity



Source: West Yost 2011; adapted by Ascent 2011.

Exhibit 2-2

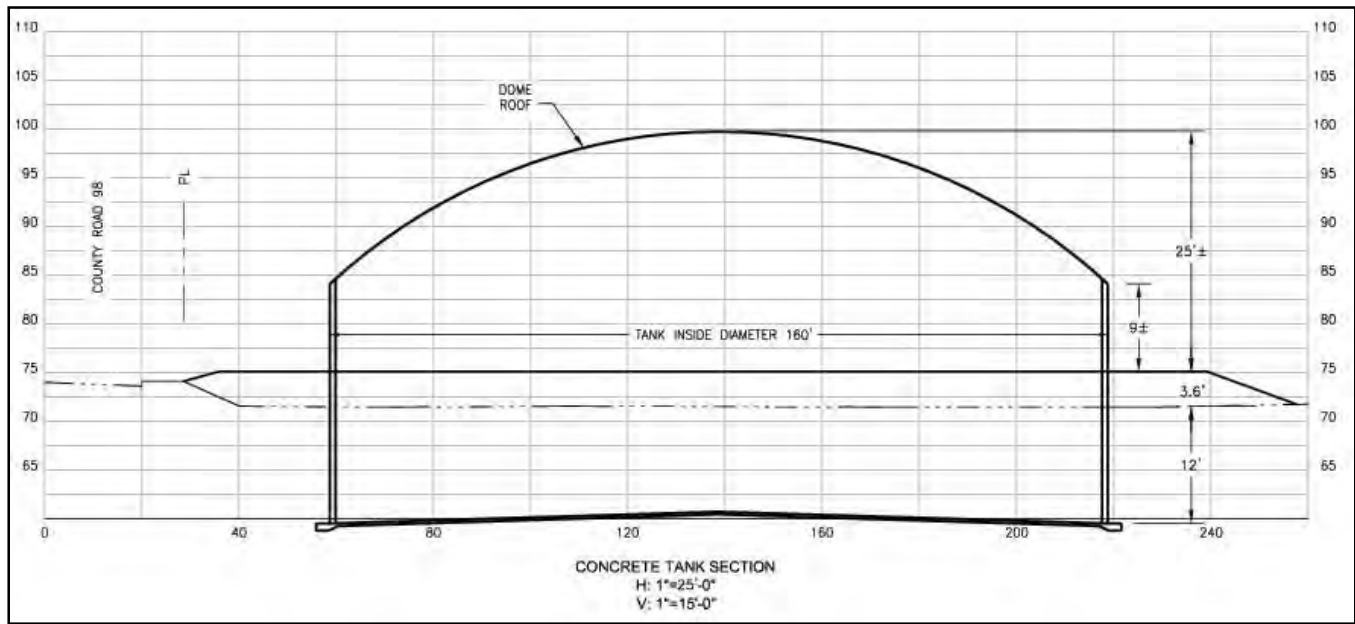
Preliminary Project Site Plan Footprint



Source: West Yost 2011; Adapted by Ascent 2011

Exhibit 2-3

Project Site Plan



Source: West Yost 2011; Adapted by Ascent 2011

Exhibit 2-4

Tank Cross Section

2.4.2 BOOSTER PUMP STATION

A new booster pump station would be required to pump treated surface water from the new water tank. The proposed booster pump station would be located just east of existing Well 17 and south of the proposed water tank. The station would be sized for 6,000 gallons per minute (gpm) but would operate with an initial capacity of 3,000 gpm until additional capacity is needed. The station would be constructed on engineered fill approximately 3.5 feet above existing grade and would consist of four pumps, an automatic control valve for tank filling, standby power, an indoor generator with acoustic louvers, and electrical controls housed in a 3,000 square-foot, single-story, masonry block building. The electrical equipment, including variable frequency drives would be located in a climate controlled electrical room in the building. Chemical feed of sodium hypochlorite (for disinfection) would also be located in this building. Sound attenuation would be incorporated in design of the building and associated equipment and would include insulation, orientation of vents away of sensitive receptors, and the use of energy-efficient equipment. Aesthetic treatments (e.g., cement color, paint, or masonry) to the pump station exterior are also proposed to allow the building to blend in with the nearby residential neighborhood.

2.4.3 OTHER IMPROVEMENTS

The project would be sited next to an existing groundwater well (Well 17) and stormwater retention basin, allowing for common use of access roads and electrical power associated with Well 17. Once the water tank is operational and surface water is delivered to the City, Well 17 would transition to being used for non-potable uses (i.e., park irrigation) and/or decommissioned and removed from the site.

A new access driveway to the water tank would be provided off El Dorado Drive. Formal parking spaces would not be provided but open, paved, parking areas would be provided along the driveway for City staff and emergency vehicles. The entire project site would be secured by an 8-foot tall black iron fence. Security lighting

would be provided at the facility and would consist of minimal wall-mounted lighting at the booster pump station building and 6 to 8 pole-mounted lights with a height of 20-25 feet surrounding the tanks. Proposed lighting would be directed downward and to the west and would be consistent with City-adopted lighting standards (i.e., average illumination less than 1 foot-candle). A fuel storage tank and transformer are proposed just north of the proposed pump station.

Two new 12-inch and one new 20-inch underground water conveyance pipelines are proposed to convey water stored at the site to existing water mains located within surrounding roadways (Exhibit 3-2). Approximately 2,255 linear feet of new pipeline, with a temporary 0.5 acre area of disturbance, is proposed to be constructed and would primarily be installed in David-Douglass Park.

The project would result in the filling of a small area of the David Douglas detention basin, which results in the removal of 3 acre-feet of capacity. To compensate for the removal of some of the capacity of the detention basin, the project includes the automation of an existing control gate for the David Douglass detention basin. Automation of the control gate would allow the more efficient filling and draining of the detention basin.

2.5 PROJECT CONSTRUCTION

Construction of the project would begin in Fall 2011 and last approximately 12-14 months (peak activity would last 6-8 months) with operation of the project scheduled for 2013. The City would only allow construction between 8 a.m. and 6 p.m., Monday through Friday.

The City would identify an approximate one acre area where construction staging would occur. Two location options for the staging area are shown in Exhibit 3-2. The average peak number of construction workers on-site would be 15 individuals.

On-site construction equipment would include:

- ▲ (1) 40-50 ton crane (on-site on & off; estimate 4 months)
- ▲ (1) 300 ton crane
- ▲ (1) Loader
- ▲ (1) Telehandler
- ▲ (2) Backhoe loader (1) Excavator – grading operation and pipelines
- ▲ (1) Grader
- ▲ (1) Asphalt paver
- ▲ (1) Roller
- ▲ (1) manlift
- ▲ (1) water truck

3 ENVIRONMENTAL CHECKLIST

PROJECT INFORMATION																						
1. Project Title:	City of Woodland Southwest Area Water Storage Tank Project																					
2. Lead Agency Name and Address:	City of Woodland, Public Works Department, 655 N. Pioneer Avenue, Woodland, CA 95776																					
3. Contact Person and Phone Number:	Mr. Akin Okupe, Senior Civil Engineer, (530)661-5885																					
4. Project Location:	Southwest corner of David Douglass Park, located near the southwest limits of the City of Woodland, in Yolo County, California																					
5. Project Sponsor's Name and Address:	(Same as above)																					
6. General Plan Designation:	Open Space (OS)																					
7. Zoning:	O-S (Open Space)																					
8. Description of Project:	See Chapter 2, Project Description																					
9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)	See Chapter 2, Project Description																					
10. Other public agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)	See Chapter 2, Project Description																					
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:																						
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. <table style="width: 100%; border: none;"> <tr> <td>☐ Aesthetics</td> <td>☐ Agriculture and Forest Resources</td> <td>☐ Air Quality</td> </tr> <tr> <td>☐ Biological Resources</td> <td>☐ Cultural Resources</td> <td>☐ Geology / Soils</td> </tr> <tr> <td>☐ Greenhouse Gas Emissions</td> <td>☐ Hazards & Hazardous Materials</td> <td>☐ Hydrology / Water Quality</td> </tr> <tr> <td>☐ Land Use / Planning</td> <td>☐ Mineral Resources</td> <td>☐ Noise</td> </tr> <tr> <td>☐ Population / Housing</td> <td>☐ Public Services</td> <td>☐ Recreation</td> </tr> <tr> <td>☐ Transportation / Traffic</td> <td>☐ Utilities / Service Systems</td> <td>☐ Mandatory Findings of Significance</td> </tr> <tr> <td colspan="2"></td> <td>☒ None With Mitigation</td> </tr> </table>		☐ Aesthetics	☐ Agriculture and Forest Resources	☐ Air Quality	☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources	☐ Noise	☐ Population / Housing	☐ Public Services	☐ Recreation	☐ Transportation / Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance			☒ None With Mitigation
☐ Aesthetics	☐ Agriculture and Forest Resources	☐ Air Quality																				
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☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality																				
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☐ Population / Housing	☐ Public Services	☐ Recreation																				
☐ Transportation / Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance																				
		☒ None With Mitigation																				

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project could not have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- ☒ I find that although the proposed project **COULD** have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- ☐ I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- ☐ I find that the proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Akin Okupe

Senior Civil Engineer

Printed Name

Title

City of Woodland, Public Works Department

Agency

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

3.1 AESTHETICS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
I. Aesthetics. Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

3.1.1 ENVIRONMENTAL SETTING

Aesthetic resources are generally defined as both the natural and built features of the landscape that contribute to the public's experience and appreciation of the environment. Depending on the extent to which a project's presence would alter the perceived visual character and quality of the environment, aesthetic impacts may occur. This analysis is based on review of project maps and drawings, aerial and ground level photographs of the project area, visual renderings of the proposed water tanks, and planning documents. Because the proposed pipelines would be located underground following construction, the aesthetics discussion will focus on the proposed storage tank and booster pump station site.

The proposed water storage tank and pump station would be located on approximately 1.5 acres of undeveloped turf grass in the southwest corner of David Douglass Park, a City park located near the southwest limits of the City of Woodland, in Yolo County, California (See Exhibit 2-1). The project site is located adjacent to open play fields to the north, W. El Dorado Drive and a residential neighborhood to the south, an open play field and additional residences to the east, and County Road 98 to the west. Agricultural fields are located just beyond west of County Road 98. The site is most visible from residences and travelers along a portion of W. El Dorado Drive and County Road 98; however, residences surrounding the park would have more distant views of the proposed water tank site (see Exhibit 2-2).

3.1.2 DISCUSSION

a) *Have a substantial adverse effect on a scenic vista?*

No Impact. There are no designated scenic vistas within or near the project area. Therefore, the project would have no impact on a scenic vista.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The proposed project is not located near a designated state scenic highway or eligible state scenic highway (DOT 2007) and, therefore, would not damage scenic resources, including but not limited to trees, outcroppings, and historic buildings within a state scenic highway. Therefore, no impact would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less-than-Significant Impact. Construction of the water pipelines would result in short-term impacts to the existing visual character and quality of the park. Construction activities would require the use of heavy equipment and storage of materials within the project site and at one of the two potential construction staging areas, and could contribute to temporary visual elements in the visual landscape. Once the pipelines are constructed and construction equipment and storage is hauled offsite, the environment would return to pre-project conditions (e.g., park with turf grasses). These construction-related visual impacts would result in a less-than-significant impact because they are contained within a relatively small area and would not substantially change the overall appearance of David-Douglass park. The proposed pump station would add a new building next to an existing well and pump station within an existing park setting and within view of nearby residences and travelers along County Road 98. The proposed 3,000 square-foot, single-story, masonry block building would be designed consistent with the City's design standards and would be painted to match the character of nearby residences. Photos of potential architectural treatments, details, and color schemes for the booster pump station building are provided in Exhibit 3.1-1. Most of the building would be partially screened by a proposed 8-foot tall iron fence and relatively fast-growing trees that would surround the entire site. Landscaping would also be provided around the building. As can be seen from the photo renderings, the building would have similar roof lines, exteriors, facades, and paint schemes that would allow the building to resemble nearby residences and would not introduce a visually-obtrusive structure into the environment.

The proposed water storage tank would be circular in design with a diameter of 160-feet and would be constructed of concrete. Exhibit 3.1-2 and 3.1-3 provide visual renderings of the concrete tank showing proposed landscaping at start of project and its growth after a 10-year period. The proposed dome-shaped roof design of the concrete tank would be approximately 25 feet from finish grade (see Exhibit 2-4 for tank cross section). Once constructed, the tank would represent a new urban feature within a City park surrounded by residential and agricultural uses. The tank would be designed consistent with the City's design standards, and may include other design features such as architectural treatments and facades that minimize its size and appearance. Iron fencing and trees would surround the facility and would screen views of the tank once mature (i.e., 6-7 years). The tank would be sited at the southwestern corner of the park and would not be adjacent to any residences. The nearest residence would be approximately 185 feet from the tank. Because the proposed tank would be designed consistent with the City's design standards, would be screened by trees and landscaping, and would not be located adjacent to any residences, less-than-significant visual impacts would occur.



Source: West Yost Associates 2011.

Exhibit 3.1-1

Booster Pump Station –Potential Design Options



Source: West Yost Associates 2011.

Exhibit 3.1-2 Simulated View, Landscaping -Year-1 (Looking southwest toward project site)



Source: West Yost Associates 2011.

Exhibit 3.1-3 Simulated View, Landscaping-Year 10 (Looking southwest toward project site)

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less-than-Significant Impact. The project would include between 6 and 8 pole-mounted lights and wall-mounted security lighting. Wall-mounted lighting would be directed downward and would be limited to the proposed booster pump station building. Light fixtures installed at the site would comply with City-adopted lighting standards and would achieve an average illumination less than 1 foot-candle. Pole-mounted lighting would be downcast to decrease light spilling into adjacent residential areas and would comply with City-adopted lighting standards. Furthermore, the storage tank and booster pump station would be painted with neutral colors that have a low light reflective value to soften the massing of the proposed structures and to reduce day and nighttime glare. The surrounding neighborhood includes pole-mounted street lighting that provides a low-level of illumination for the project area. The proposed lighting for the project would be consistent with the illumination intensity of the surrounding neighborhood lighting such that the project would not substantially increase the overall illumination of the area. Because proposed lighting would be minimal and would comply with City lighting standards, the proposed project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. This would be a less-than-significant impact.

3.2 AGRICULTURE AND FOREST RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
II. Agriculture and Forest Resources.				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.				
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.2.1 ENVIRONMENTAL SETTING

The proposed project site is located within an existing park facility and consists almost entirely of grass turf or developed land. There are no agriculture or forest resources located within the project site.

The California Department of Conservation (CDC) Farmland Mapping and Monitoring Program (FMMP) designates agricultural land based on soil quality and irrigation status into eight categories. Based on the FMMP data, the project site is located within an area designated as “Urban and Built-up Land”. The agricultural fields located east of the project site, across County Road 98, are designated as Prime Farmland as defined by the CDC (Exhibit 3.2-1).

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of preserving agriculture and restricting unnecessary conversion to urban uses. Under the contract, landowners receive reduced property tax assessments based on the property’s value for farming and open space uses as opposed to full market value. The project site is not under a Williamson Act contract.

The project site is designated as “Open Space” in the City of Woodland General Plan and is zoned O-S (Open Space; City of Woodland 2002).

3.2.2 DISCUSSION

a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The project site is designated as Urban and Built-up Land pursuant to the FMMP of the California Resources Agency (FMMP 2008). The project would have no impact related to conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use.

b) *Conflict with existing zoning for agricultural use or a Williamson Act contract?*

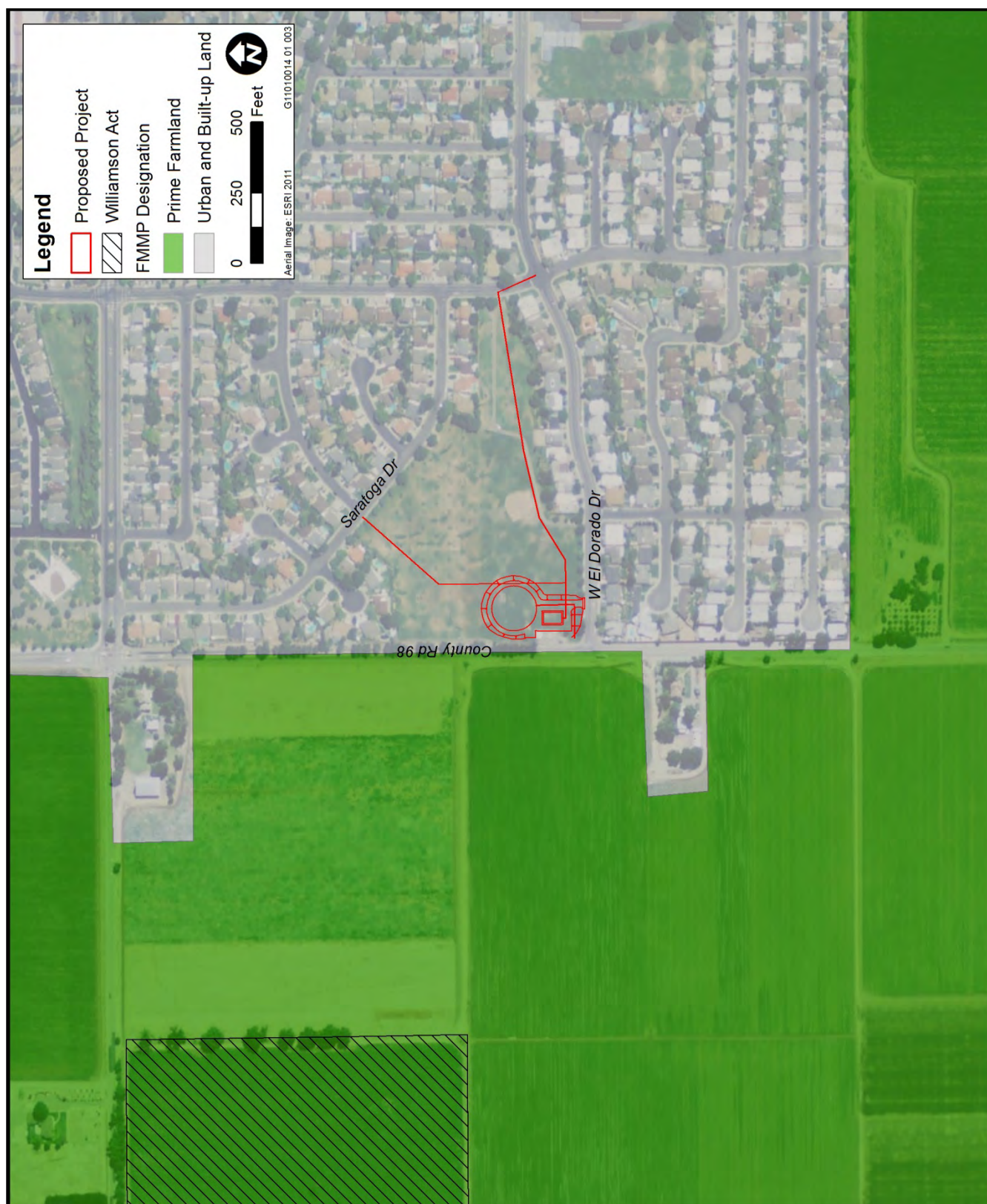
No Impact. The project site is not zoned for agricultural use. The project site is developed and turf and is not under an existing Williamson Act contract. The proposed project is consistent with existing land use and zoning designations and would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.

c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. There are no forest resources located within the project site and the site is not zoned for timber harvest. The project site is developed and turf. The proposed project would have no impact related to timberland harvest or conflicts with land zoned for forestry or timber harvest.

d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The project area is not forested. The site does not have any forestry resources, as defined in Public Resources Code (PRC) 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)). No impact would occur.



FMMP 2008; Yolo County 2009; Adapted by Ascent 2011

Exhibit 3.2-1

Williamson Act Contract

e) *Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. Indirect impacts on agricultural lands can occur in two ways: 1) by development placing pressure on adjacent agricultural lands to convert to non-agricultural uses; or 2) through conflict between the two types of land uses leading to the abandonment of agricultural uses.

The proposed project is consistent with the City of Woodland's adopted land use and zoning designations. The City of Woodland General Plan, Chapter 1 Land Use and Community Design, includes policies to protect and preserve agricultural lands by containing its urban growth within the Urban Limit Line. The proposed project site is completely within the Urban Limit Line as designated in the General Plan. Land designated as Prime Farmland is located west of the project site, but the project site is designated as Urban and Built-up Land. The project would not encroach on the agricultural land and would not include residential development, which could result in conflicts that could encourage the conversion of existing farmland to non-agricultural uses. No forest land or timberland exists on or in the vicinity of the project site and the proposed project does not include components that would result in the conversion of forest land to non-forest use. The proposed project would have no impact related to conversion of farmland or forest land to a non-agricultural/non-forest use.

3.3 AIR QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
III. Air Quality.				
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations.				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

3.3.1 ENVIRONMENTAL SETTING

The project site is located in Yolo County, which lies within the Sacramento Valley Air Basin and is under the local air quality jurisdiction of the Yolo-Solano Air Quality Management District (YSAQMD). Nearby sensitive receptors include residential neighborhoods to the north, south, and east of the project site. Yolo County is currently designated as a nonattainment area for the state and national ambient air quality ozone standards (California Air Resources Board 2010). Yolo County is designated as unclassified and nonattainment for the national and state PM₁₀ (i.e., respirable particulate matter with an aerodynamic diameter of 10 micrometers or less) standards, respectively. In addition, the eastern portion of Yolo County is designated nonattainment for the national PM_{2.5} (i.e., respirable particulate matter with an aerodynamic diameter of 2.5 micrometers or less) standard (California Air Resources Board 2010).

Air quality within Yolo County is regulated by such agencies as the U.S. Environmental Protection Agency (EPA), and California Air Resources Board (ARB) at the federal and state levels, respectively, and locally by the YSAQMD. YSAQMD seeks to improve air quality conditions through comprehensive planning, regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues. The clean air strategy of the YSAQMD includes the development of programs for the attainment of ambient air quality standards, adoption and enforcement of rules and regulations, and issuance of permits for stationary sources. YSAQMD also inspects stationary sources, responds to citizen complaints, monitors ambient air quality and

meteorological conditions, and implements other programs and regulations required by the federal Clean Air Act (CAA) and the California Clean Air Act (CCAA).

To satisfy EPA requirements, ARB submitted the 1994 Sacramento Area Regional Ozone Attainment Plan (OAP), which includes the YSAQMD. The OPA is the current federal ozone plan for YSAQMD, and sets out stationary source control programs and statewide mobile source control programs for attainment of the ambient air quality ozone standards. The districts of the Sacramento Region (including YSAQMD) have also prepared an 8-hour Ozone Rate of Progress Plan that shows a 3% per year emission reduction in reactive organic gases (ROG) (or the nitrogen oxide [NO_x] equivalent) for 6 years (through 2008).

In 1997, the national ambient air quality ozone standard was lowered from 0.12 parts per million averaged over one hour to 0.08 parts per million averaged over eight hours. In 2004, the Sacramento region (including Yolo County) was designated nonattainment for the 1997 national ambient air quality ozone standard, and classified as a “serious” area with an attainment deadline of June 15, 2013. The Sacramento region determined that reliance on longer-term emission reduction strategies from state and federal control programs would be required and that the 2013 attainment date could not be met. Consequently, on February 14, 2008, ARB, on behalf of the air districts in the Sacramento region, submitted a letter to EPA requesting a voluntary reclassification (e.g., bump-up) of the Sacramento Federal Nonattainment Area from a “serious” to a “severe” 8-hour ozone nonattainment area with an extended attainment deadline of June 15, 2019, and additional mandatory requirements. On May 5, 2010 EPA approved the request effective June 4, 2010.

YSAQMD has established the following thresholds of significance for evaluating construction and operational impacts as shown below.

- ▲ 10 tons per year (tons/yr) of reactive organic gases (ROG),
- ▲ 10 tons/yr of NO_x,
- ▲ 80 pounds per day (lb/day) of PM₁₀, and
- ▲ Violation of a state ambient air quality standard for carbon monoxide (CO)

3.3.2 DISCUSSION

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

Less-than-Significant Impact. The emission inventories used to develop a region’s air quality attainment plans are based primarily on projected population growth and vehicle miles traveled (VMT) for the region, which are based, in part, on the planned growth identified in regional and community plans. Therefore, projects that would result in increases in population or employment growth beyond that projected in regional or community plans could result in increases in VMT above that planned in the attainment plan, further resulting in mobile source emissions that could conflict with a region’s air quality planning efforts. Increases in VMT beyond that projected in area plans generally would be considered to have a significant adverse incremental effect on the region’s ability to attain or maintain state and federal ambient air quality standards.

The proposed project would require no more than one employee to commute to the site on a regular basis after construction is complete and would employ only 15 construction workers for a relatively short-term. Also, because the proposed project would not change the amount of development projected in the Yolo County General Plan, it would be consistent with the population growth and VMT projections contained in the YSAQMD’s Air Quality Attainment Plan, which is based on general plan projections, and would not interfere with the region’s ability to attain or maintain state and national ambient air quality standards. Thus, implementation

of the proposed project would not conflict with or obstruct implementation of any air quality planning efforts. As a result, this impact would be less than significant.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

As discussed separately below. Implementation of the proposed project would result in short-term construction and long-term operational criteria air pollutant and precursor emissions.

Short-Term Construction-Related Criteria Air Pollutants and Precursors

Less-than-Significant Impact. Construction of the proposed project would include a new water storage tank and booster pump station, and other associated improvements (e.g., water pipelines). Construction activities would commence in Fall 2011, lasting approximately 12-14 months with a peak activity level of 6-8 months.

During construction of the proposed project, criteria air pollutant (and precursor) emissions would be temporary and intermittently generated from a variety of sources. Project-related excavation and site grading activities would generate fugitive particulate matter (PM) dust emissions. Fugitive PM dust emissions are primarily associated with ground disturbance and material transport and vary as a function of parameters such as soil silt content and moisture, wind speed, acreage of disturbance area, and the intensity of activity performed with construction equipment. Exhaust emissions from diesel equipment, material transport trips, and construction worker-commute trips also contribute to short-term increases in PM emissions, but to a lesser extent. Exhaust emissions from these construction-related mobile sources would also include ROG and NO_x. In addition, the application of architectural coatings (i.e., interior and exterior surface painting) would result in off-gas emissions of ROG.

Construction-related emissions of criteria air pollutants and precursors were modeled in accordance with YSAQMD-recommended methodologies using project specifications (e.g., volume to be imported, construction schedule, equipment list and duration), and default settings and parameters contained in the Urban Emissions Model Version 9.2.4 (URBEMIS) for Yolo County. URBEMIS uses project applicable emission factors published by ARB in its widely-accepted EMFAC 2007 and OFFROAD 2007 computer models. The modeled emissions are summarized in Table 3.3-1. Refer to Appendix A for specific input parameters and modeling output results.

Table 3.3-1 Summary of Modeled Criteria Air Pollutant and Precursor Emissions from Short-Term Project Construction Activities				
Construction Activity	ROG (ton/yr)	NO_x (ton/yr)	PM₁₀ (lb/day)	PM_{2.5} (lb/day)
2011 Totals	0.1	0.8	14	5
2012 Totals	0.1	0.7	0.7	0.6
YSAQMD Thresholds of Significance	10	10	80	N/A
Notes: lb/day = pounds per day; ROG = reactive organic gases; NO _x = oxides of nitrogen; PM ₁₀ = particulate matter with aerodynamic diameter less than 10 microns; PM _{2.5} = particulate matter with aerodynamic diameter less than 2.5 microns; YSAQMD = Yolo Solano Air Quality Management District; yr = year. Detailed assumptions and modeling output files are included in Appendix A. ¹ YSAQMD does not have a threshold for PM _{2.5} ; however, modeled emissions are provided for informational purposes. Source: Modeling Conducted by Ascent Environmental 2011.				

Construction of the concrete water tank would require some import of material (e.g., concrete). The import of concrete would result in additional VMT by the hauling trucks during peak construction activities. A summary of the modeled emissions are shown in Table 3.3-1.

Based on the modeling conducted, project-generated short-term, construction-related emissions would not exceed YSAQMD's applicable thresholds of significance (See Table 3.3-1). Thus, project-generated emissions from construction would not violate or contribute substantially to an existing or projected air quality violation, including the nonattainment status of Yolo County for ozone, PM_{10} , and $PM_{2.5}$. As a result, this impact would be less than significant.

Long-Term Operational-Related Regional Criteria Air Pollutant and Precursor Emissions

Less-than-Significant Impact. The proposed project would include the long-term operation of a booster pump station, which would consist of pumps, standby power, and an indoor generator. Such stationary equipment, if not powered off the grid, would be required to obtain permits, where applicable, from YSAQMD. YSAQMD requires that all stationary equipment, other than internal combustion engines less than 50 horsepower, emitting air pollutants controlled under YSAQMD rules and regulations require an Authority to Construct (ATC) and Permit to Operate (PTO). Furthermore, stationary sources of air pollutant emissions that comply with applicable regulations pertaining to Best Available Control Technologies (BACT) and offset requirements would not be considered to have significant air quality impacts.

Therefore, potential stationary sources associated with implementation of the proposed project would be required by law to comply with applicable YSAQMD rules, assuring these sources would be equipped with the required emission controls and that, individually, these sources would not cause a significant environmental impact. In addition, the long-term operation of the proposed project would result in a nominal increase in mobile-source emissions because the project would not require more than one employee to commute to the site on a regular basis. Existing City maintenance personnel would periodically maintain the proposed facilities similar to existing maintenance operations for Well 17. Thus, project-generated emissions from operation would not violate or contribute substantially to an existing or projected air quality violation, including the nonattainment status of Yolo County for ozone, PM_{10} , and $PM_{2.5}$. This impact would be less than significant.

Long-Term Operational-Related Local Mobile-Source Carbon Monoxide Emissions

Less-than-Significant Impact. CO concentration is a direct function of vehicle idling time and, thus, traffic flow conditions. Under specific meteorological conditions, CO concentrations near congested roadways and/or intersections may reach unhealthy levels with respect to local sensitive land-uses such as residential areas, schools, and hospitals. As a result, it is recommended that CO not be analyzed at the regional level, but at the local level. Please refer to the discussion of regional criteria air pollutants and precursors.

YSAQMD provides a screening methodology to determine project impacts from localized CO emissions. The proposed project would meet the screening criteria because the project would not result in intersection level of service (LOS) in the project vicinity to be reduced to an unacceptable LOS [i.e., E or F]. Consequently, project-generated long-term operation-related local mobile-source emissions of CO would not violate or contribute substantially to an existing or projected air quality violation or expose sensitive receptors to substantial pollutant concentrations. As a result, this would be a less-than-significant impact.

c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Less-than-Significant Impact. Yolo County is currently designated as a nonattainment area for the state and national ozone, state PM₁₀, and national PM_{2.5} standards. Past, present and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. As explained in YSAQMD's CEQA Guidelines, and consistent with CEQA, if a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant (YSAQMD 2007).

In developing thresholds of significance for air pollutants, YSAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, analysis in addition to that performed under threshold "b" above is not necessary in evaluating cumulative impacts.

Thus, as discussed in the analysis under threshold "b" above, project-generated emissions would not exceed applicable thresholds and, therefore, would not violate or contribute substantially to an existing or projected air quality violation. As a result, project-generated emissions of criteria air pollutants and precursors would not be cumulatively considerable. This would be a less-than-significant impact.

d) **Expose sensitive receptors to substantial pollutant concentrations?**

Criteria Air Pollutants and Precursors

Less-than-Significant Impact. The closest sensitive receptors to the project site are users of Dave Douglass Park, where the site is located, and residences approximately 185 feet to the north and the west. Other surrounding land uses consist of agriculture land. As discussed in response to threshold "b" above, project implementation would not result in regional (e.g., NO_x, PM₁₀) or local (e.g., CO) emissions of criteria air pollutant or precursors from construction or operational-related activities. (e.g., NO_x, PM₁₀) that would exceed applicable YSAQMD thresholds of significance. Thus, project-generated criteria air pollutant and precursor emissions would not expose sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

Toxic Air Contaminants

Less-than-Significant Impact. The project would result in short-term diesel exhaust emissions from on-site construction equipment. Particulate exhaust emissions from diesel-fueled engines (diesel PM) were identified as a toxic air contaminant (TAC) by the ARB in 1998. The potential cancer risk from the inhalation of diesel PM, as discussed below, outweighs the potential for all other health impacts (ARB 2003), so is the focus of this discussion. The dose to which receptors are exposed is the primary factor used to determine health risk (i.e., potential exposure to toxic air contaminant (TAC) emission levels that exceed applicable standards). Dose is a function of the concentration of a substance or substances in the environment and the duration of exposure to the substance. Dose is positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for the maximally exposed individual. Thus, the risks estimated for a maximally exposed individual are higher if a fixed exposure occurs over a longer period of time. According to the California Office of Environmental Health Hazard Assessment, health risk assessments, which determine the exposure of sensitive

receptors to TAC emissions, should be based on a 70-year exposure period; however, such assessments should be limited to the period/duration of activities associated with the proposed project (OEHHA 2001).

The primary source of diesel PM from the proposed project would be from construction-related activities (e.g., exhaust from off-road heavy-duty diesel equipment). Sensitive receptors surrounding the project site include users of Dave Douglass Park and nearby residential neighborhoods. Based on the emission modeling shown above under the discussion of threshold “b”, the highest level of PM₁₀ (combined dust and diesel exhaust) that would occur on the worst construction day would be 9.6 lbs/day. This level is substantially lower than the threshold of 80 lbs/day established by the YSAQMD. Additionally, the construction phase is estimated to last approximately 14 months with the peak construction in the first 6-8 months and only allowed to take place Monday through Friday from 8 a.m. to 6 p.m. Typically, there are fewer people in their homes during the time when construction would take place and the park is most heavily used during the weekends. Thus, considering the highly dispersive properties of diesel PM (Zhu and Hinds 2002), the substantially low amount of emissions predicted from this project, and the short duration and daily timing of construction activities, construction-related activities would not be anticipated to result in the exposure of sensitive receptors to substantial pollutant concentrations.

The proposed project would include the long-term operation of a booster pump station, which would consist of pumps, standby power, and an indoor generator. Such stationary equipment, if not powered off the grid, would be required to obtain permits, where applicable, from YSAQMD. YSAQMD requires that all stationary equipment, other than internal combustion engines less than 50 horsepower, emitting air pollutants (including toxics) controlled under YSAQMD rules and regulations require an ATC, PTO, and implementation of BACT for toxics. Before granting a permit for these sources, YSAQMD would perform a screening level analysis or formal health risk assessment to ensure the operation of such would not result in the exposure of sensitive receptors to levels of TAC emissions that exceed the recommended threshold. As a result, operation of any stationary sources would not result in the exposure of sensitive receptors to TAC emissions that exceed YSAQMD’s significance threshold. Thus, in regards to both project-generated construction and operational TACs, this impact would be considered less than significant.

e) *Create objectionable odors affecting a substantial number of people?*

Less-than-Significant Impact. The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. Although offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

The general nuisance rule (Health and Safety Code Section 41700 and District Rule 2.5) established by the Yolo-Solano AQMD provides the basis for offensive odors thresholds. It states that a project may reasonably be expected to have a significant adverse odor impact where it “generates odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which may endanger the comfort, repose, health, or safety of any such person or the public, or which may cause, or have a natural tendency to cause, injury or damage to business or property.” (YSAQMD 2007).

Implementation of the proposed project would not result in any major sources of odor (e.g., not one of the common types of facilities nor includes activities that are known to produce odors [landfill, coffee roaster, wastewater treatment facility]). Minor odors from the use of on-site equipment during construction activities would be intermittent and temporary, and would dissipate rapidly from the source with an increase in distance. In addition, operation of the project would not result in locating sensitive receptors near an existing odor

source. Thus, project implementation would not create objectionable odors affecting a substantial number of people. As a result, this impact would be less than significant.

3.4 BIOLOGICAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
IV. Biological Resources. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

3.4.1 ENVIRONMENTAL SETTING

The project site is located within an existing urban recreational park facility. The surrounding area to the north, east, and south consists of residential land use. Agricultural fields are located to the east of the project site across County Road 98. The project site consists almost entirely of grass turf and developed land.

SPECIAL-STATUS SPECIES

Special-status species are plants and animals fall into the following categories:

- ▲ Listed or proposed for listing as threatened or endangered under federal Endangered Species Act (ESA) or candidates for possible future listing;

- ▲ Listed or candidates for listing by the State of California as threatened or endangered under the California Endangered Species Act (CESA);
- ▲ Listed as Fully Protected under the California Fish and Game Code;
- ▲ Animals identified by the California Department of Fish and Game (DFG) as species of special concern;
- ▲ Plants considered by DFG to be “rare, threatened, or endangered in California” (California Rare Plant Ranks of 1A, presumed extinct in California; 1B, considered rare or endangered in California and elsewhere; and 2, considered rare or endangered in California but more common elsewhere). Note, that while these rankings do not afford the same type of legal protection as ESA or CESA, the uniqueness of these species requires special consideration under CEQA;
- ▲ Considered a locally significant species, that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region (CEQA Section 15125 (c)) or is so designated in local or regional plans, policies, or ordinances (CEQA Guidelines, Appendix G); or
- ▲ Otherwise meets the definition of rare or endangered under CEQA Section 15380(b) and (d).

Searches of the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants were conducted for sensitive biological resources that have been documented within a 1-mile radius of the project site. Based on a review of the results of the database searches, documented species ranges, and the habitat condition of the project site, a list of special-status species with potential to occur on the project site was compiled (Table 3.4-1). No special-status plants are expected to occur on the site due to a lack of natural habitat. Three special-status wildlife species have potential to occur adjacent to the project site (Table 3.4-1).

Table 3.4-1 Special Status Wildlife Species With Potential to Occur Near the Project Site					
Species	Status ¹			Habitat	Potential for Occurrence in the Project Area
	FESA	CESA	Other		
<i>Antrozous pallidus</i> Pallid bat			CSC	Deserts, grasslands, shrublands, woodland and forests. Roosts in rock crevices, oak hollows, bridges or buildings. Colonies are usually small and may contain 12 to 100 bats.	Not expected to occur. No suitable roosting habitat present.
<i>Athene cunicularia</i> Burrowing owl	–	–	CSC	Nests and forages in grasslands, agricultural lands, open shrublands, and open woodlands with existing ground squirrel burrows or friable soils.	Unlikely to occur on the project site due to grounds maintenance.
<i>Elanus leucurus</i> White-tailed kite	–	–	FP	Forages in grasslands and agricultural fields; nests in riparian zones, oak woodlands, and isolated trees.	Potentially suitable nest trees immediately adjacent to proposed water tank location.
<i>Buteo swainsoni</i> Swainson's hawk	–	CT	–	Forages in grasslands and agricultural lands; nests in riparian and isolated trees.	Potentially suitable nest trees immediately adjacent to proposed water tank location.
¹ Status definitions: California Endangered Species Act (CESA): CT Threatened Other: CSC - Considered California species of special concern by DFG (no formal protection other than CEQA consideration) FP - Fully Protected under the California Fish and Game Code Source: CNDDB 2011 and CNPS 2011.					

3.4.2 DISCUSSION

- a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?***

Less-than-Significant with Mitigation Incorporated. Trees line County Road 98, immediately west and adjacent to the proposed water tank site. These trees could provide nesting sites for Swainson's hawk, white-tailed kite, and common raptors. Swainson's hawk is state-listed as threatened and white-tailed kite is fully protected under the California Fish and Game Code. Nests of all raptors (hawks and owls) are protected under Section 3503.5 of the California Fish and Game Code. Although the trees adjacent to the project site may provide nesting habitat, Swainson's hawk and other raptors are not expected to forage on the project site, as it is a developed park with maintained lawns. Agricultural fields located west of the park may provide foraging habitat. Ground-disturbing and other construction activities on the project site could result in disturbance to raptors nesting in adjacent areas. Disturbance to nesting birds could result in nest abandonment by the adults and mortality of chicks and eggs. This impact would be significant. Implementation of mitigation measure BIO-1 would reduce any impacts related to nesting raptors to less-than-significant levels.

Mitigation Measure Bio-1

The City will implement the following measures to minimize impacts to Swainson's hawk, white-tailed kite, burrowing owl, and other raptors:

- › *If tree removal and other ground-disturbing activities would be conducted during the non-breeding season for raptors (September 15-January 31), then no mitigation is required.*
- › *If construction activity is scheduled to occur during the typical nesting season for raptors, the City shall retain a qualified biologist to conduct preconstruction surveys and to identify active nests within publicly accessible areas within 1/4 mile of project site for Swainson's hawk and 500 feet for other raptors that could be affected by on-site project construction. The surveys shall be conducted within 14 days and no more than 30 days before the beginning of project activity.*
- › *If active nests are found, impacts on nesting Swainson's hawks and other raptors will be avoided by establishment of appropriate buffers around the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged and the nest is no longer active. The buffer may be adjusted based on a recommendation from a qualified biologist, in consultation with DFG, if the construction activities are unlikely to disturb the nest. The qualified biologist, in consultation with City of Woodland, would determine if monitoring of the nest would be required to ensure that nest abandonment or failure does not occur.*
- › *If no nests are found, no further mitigation is required.*

SIGNIFICANCE AFTER MITIGATION

Implementation of mitigation measure BIO-1 would reduce impacts to raptors by requiring a qualified biologist to survey for raptor nests prior to project activities. The biologist would ensure avoidance of any active raptor nests. Implementation of mitigation measure BIO-1 would reduce the impact to a less-than-significant level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?

No Impact. The project site is located on land that is developed. No riparian vegetation or sensitive natural communities occur on the project site. Therefore, the proposed project would not result in adverse effects on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by California DFG or USFWS.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Wetlands or jurisdictional waters do not exist on the project site. Therefore, the project would not remove, fill, or hydrologically interrupt federally protected wetlands. No impact would occur.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. Wildlife corridors are features that provide connections between two or more areas of habitat that would otherwise be isolated and unusable. Often drainages, creeks, or riparian areas are used by wildlife as movement corridors as these features can provide cover and access across a landscape. The project site is open parkland and does not contain any important wildlife corridors. Therefore, the proposed project would not impede wildlife movement through the site and no impact would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The City of Woodland Municipal Code, Chapter 20A, regulates the planting, removal, and preservation of the following trees on public property, as defined by the City Code: street trees (trees growing within a tree maintenance strip), heritage trees (valley oaks), specimen trees (any tree of interest because of size or unusual species), and landmark trees (a tree or stand of trees which is of historical or public significance as designated by the city council upon the recommendation of both the tree commission and the historical preservation commission) [City of Woodland 2008]. The two landscape trees that are proposed for removal do not meet the criteria for tree preservation because they are not heritage trees, are not located within a tree maintenance strip, and have not been designated as specimen or landmark trees. Further, the project would include planting of ornamental trees around the proposed storage tank that blend in with existing vegetation and landscaping of the surrounding park to replace the trees lost. Therefore, removal of the two existing trees within the project footprint would not conflict with any local policies or ordinances protecting trees and no impact would occur.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Yolo County Natural Heritage Program Plan, which serves as a Habitat Conservation Plan (HCP), is currently being prepared. In the interim, the program has implemented a mitigation program acceptable to the Department of Fish and Game for a main species of concern, the Swainson's hawk (Yolo Natural Heritage Program 2002). The mitigation program applies to those projects that would result in discretionary changes in land use or a change in land use designation from open land to any other land use. The project would not result in a change to land use or land use designation. Further, Mitigation Measure BIO-1 would reduce any impacts to

nesting raptors to a less-than-significant level. Therefore, the County's mitigation program would not apply to the project and no impacts related to conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan would occur.

3.5 CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
V. Cultural Resources. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

3.5.1 ENVIRONMENTAL SETTING

Background information on cultural resources for the project area was obtained from review of *Rapid Response Record Search Results for the Proposed City of Woodland's Federal Stimulus Water Project (installation of approximately 10,000 water meters on existing water service connections)* from the California Historical Resources Information System. The record search includes a review of pertinent Northwest Information Center (NWIC) base maps that reference cultural resources records and reports, historic-period maps, and review of a Yolo County literature review that focused on all lands within City of Woodland boundaries (Guldenbrian 2009).

At the time of Euroamerican contact (1830's), the Native Americans that lived in the area spoke Patwin, part of the Penutian language family. "The term "Patwin" refers to the people belonging to the many small contiguous independent political entities in this area who shared linguistic and cultural similarities. There are no recorded Native American resources within or adjacent to the City. There are also no recorded Native American archaeological resources within the City (Guldenbrian 2009). Based on evaluation of the environmental setting of Woodland and features associated with known sites in the portions of Yolo County near Woodland, Native American resources have been found in areas adjacent to intermittent and perennial watercourses. The City of Woodland is located on an alluvial fan and is situated approximately 2.5 miles from both Cache Creek and Willow Slough. The closest watercourse to the project site is an intermittent creek located approximately 0.3 mile northeast from the site that moves through the western edge of the City. Given the similarity of one or more of these environmental factors to environmental factors that have supported archaeological resources, there is a moderate potential of identifying unrecorded Native American resources within the City.

Historical literature and maps indicate the possibility of historic-period archaeological resources within the City and that the Woodland area was settled as early as 1850. Examples of historic-period archaeological remains in the City associated with the time include residential house foundation remains, root cellars, agricultural machinery, wells, privies, steam mill remains, etc. (Guldenbrian 2009). The office of Historic Preservation

Historic Properties Directory (OHP HPD) lists numerous properties within the City of Woodland; however, none are located on-site.

CITY OF WOODLAND GENERAL PLAN

The City of Woodland General Plan contains the following guiding principles to preserve historic and cultural resources:

Policy 6.F.2. The City shall not knowingly approve any public or private project that may adversely affect an archaeological site without first consulting the Archaeological Inventory, Northwest Information Center, conducting a site evaluation as may be indicated, and attempting to mitigate any adverse impacts according to the recommendations of a qualified archaeologist. City implementation of this policy shall be guided by Appendix K of the CEQA Guidelines.

3.5.2 DISCUSSION

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

No Impact. The project would be located within an existing developed City park. There are no buildings or structures located within the project footprint. Therefore, no impact would occur to any buildings or structures listed on the State Office of Historic Preservation's (OHP) California Register or the National Register of Historic Places. Furthermore, Section 15064.5(b) of the State CEQA Guidelines defines "substantial adverse change" as physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired. The proposed project would not demolish, or otherwise materially alter the defining characteristics of any structures on the project site because there are none. Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource. No impact would occur.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less-than-Significant with Mitigation Incorporated. Implementation of the proposed project would involve soil disturbance (i.e., grading, excavating, grubbing, vegetation removal, etc.). Although no known archaeological sites are documented within the project site, the potential exists to encounter previously undiscovered cultural material during project-related ground disturbing activities. Because these activities could disturb previously unknown, buried, and important cultural resources, this would be a potentially significant impact. Implementation of Mitigation Measure CUL-1 would reduce the project's potential for disturbance of buried important cultural resources to a less-than-significant level.

Mitigation Measure CUL-1

If an inadvertent discovery of cultural materials (e.g., animal bone, unusual amounts of shell, ceramics, glass, etc.) is made during project-related ground disturbing activities, any ground disturbance in the area of the find shall be halted and a qualified professional archaeologist shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant per the NRHP/CRHR and develop appropriate mitigation. Mitigation may include, but not necessarily be limited to, in-field documentation, archival research, archaeological testing, data recovery excavations or recordation.

SIGNIFICANCE AFTER MITIGATION

Implementation of mitigation measure CUL-1 would reduce impacts to undiscovered cultural resources to a less-than-significant level because appropriate preservation measures would be implemented to preserve significant cultural resources if they are discovered during project construction activities.

c) ***Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

Less-than-Significant with Mitigation Incorporated. Geological maps indicate that the project site is located on Quaternary alluvium and marine deposits (Pliocene to Holocene) (USGS 2005). This geological mapping unit has the potential to contain paleontological resources. In order to assess the extent of previously known paleontological sites and to identify geological formations and expected fossils discoveries in and within a mile radius of the project area, a locality search of the University of California Museum of Paleontology (UCMP) database was conducted (UCMP 2011). According to the UCMP database, no previously recorded paleontological resources have been identified in the project area or within a mile radius of the project area. The nearest recorded paleontological resource is located approximately 5.5 miles northwest of the project site (UCMP 2011). Although there is low potential to encounter paleontological resources during construction, it is possible that paleontological resources could be uncovered during proposed earthwork activities. This would be a potentially significant impact. Implementation of Mitigation Measure CUL-2 would reduce any potential impacts to less-than-significant levels with respect to paleontological resources.

Mitigation Measure CUL-2

Before the start of grading and/or excavation, the City shall retain a qualified paleontologist or archaeologist to train all construction personnel involved with earthmoving activities, regarding the possibility of encountering paleontological resources at the site, the appearance and types of paleontological resources likely to be seen during project construction, and proper notification procedures should such resources be encountered.

In the event that paleontological resources are discovered during ground disturbing activities, grading and construction work within 100 feet of the find shall be suspended until the significance of the features can be determined by a qualified professional paleontologist as appropriate. A qualified professional paleontologist shall then make recommendations for measures necessary to protect the find, or to undertake data recovery, excavation, analysis, and curation of paleontological materials as appropriate.

SIGNIFICANCE AFTER MITIGATION

Implementation of mitigation measure CUL-2 would reduce impacts to undiscovered paleontological resources to a less-than-significant level because appropriate preservation measures would be implemented to preserve significant paleontological resources if they are discovered during project construction activities.

d) ***Disturb any human remains, including those interred outside of formal cemeteries?***

Less-than-Significant with Mitigation Incorporated. No evidence suggests that any prehistoric or historic-era marked or unmarked interments are present within or in the immediate vicinity of the project site. However, there is a possibility that unmarked previously unknown graves of Native American or Euro-Americans could be present within the project site. Potential disturbance of previously undiscovered human remains during project construction would be a potentially significant impact. Implementation of Mitigation Measure CUL-3 would reduce the project's potential for disturbance of human remains to a less-than-significant level.

Mitigation Measure CUL-3

In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, potentially damaging excavation in the area of the burial shall be halted and the Yolo County Coroner and a professional archaeologist shall be contacted to determine the nature and extent of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code, Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission (NAHC) by phone within 24 hours of making that determination (Health and Safety Code, Section 7050[c]).

If the remains are determined to be those of a Native American, then the following shall occur:

- (a) The (State Historic Preservation Office (SHPO), the construction contractor, an archaeologist, and the NAHC-designated Most Likely Descendant (MLD) shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in Section 5097.9 of the California Public Resources Code.*
- (b) The SHPO shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the MLD has taken place. The MLD shall have 48 hours to complete a site inspection and make recommendations after being granted access to the site. A range of possible treatments for the remains, including nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment may be discussed. Assembly Bill (AB) 2641 suggests that the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. AB 2641(e) includes a list of site protection measures and states that the City shall implement one or more of the following measures:*
 - › record the site with the NAHC or the appropriate Information Center,*
 - › utilize an open-space or conservation zoning designation or easement, and/or*
 - › record a document with the county in which the property is located.*
- (c) The City or its authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify a MLD, or if the MLD fails to make a recommendation within 48 hours after being granted access to the site. The City may also reinter the remains in a location not subject to further disturbance if the City rejects the recommendation of the MLD, and mediation by the NAHC fails to provide measures acceptable to the City.*

SIGNIFICANCE AFTER MITIGATION

Implementation of mitigation measure CUL-3 would reduce impacts to undiscovered human remains to a less-than-significant level because appropriate measures would be implemented to properly handle and inter any remains during project construction activities.

3.6 GEOLOGY AND SOILS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
VI. Geology and Soils. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

3.6.1 ENVIRONMENTAL SETTING

REGIONAL GEOLOGY

The project site is situated in the west-central Great Valley geomorphic province of California bounded by the Coast Ranges to the west and the Sierra Nevada to the east. The Great Valley of California is a long structural depression or down-warped trough, with the axis of the trough lying close to the eastern front of the Coast Ranges geomorphic province. The southern portion of the Sacramento Valley is generally underlain by Quaternary (2 million years ago to present) continental alluvial deposits and late Tertiary age marine and continental sedimentary rocks ([Tertiary age ranges from 65 million years ago to 2.5 million years ago](#)), which rest on a basement complex consisting of granite rocks of the Sierra Nevada. Based on mapping by Helley and

Harwood (1985), the site is underlain by Holocene (10,000 years ago to present) alluvium described as unweathered gravel, sand, silt, and clay (Geocon 2011).

The California Division of Mines and Geology (CDMG) identified past faults within the vicinity of the City that are not within Earthquake Fault Hazards Zones. Known faults within the vicinity include: the Dunnigan Hills fault, located approximately seven miles northwest of Woodland; a young unnamed fault west of Woodland and south of Cache Creek; the Sweitzer and Eisner faults located approximately 19 miles west of City in the Capay Hills; and the Coast Range- Sierran Block blind-thrust fault located approximately six to nine miles west of the City (City of Woodland 1996).

SEISMIC HAZARDS

The City is located on alluvium deposits of varying depths which could increase the potential for groundshaking damage. Earthquake waves pass through dense rocks to less dense alluvial or water-saturated materials which result in an increase in amplitude and longer lasting ground motion. Buildings and/or structures located on loose, unconsolidated materials could lead to structural damage during a groundshaking event. The CDMG produced a maximum expected earthquake intensity map, which placed Woodland in the low severity zone (City of Woodland 1996). The California Geological Survey estimated that peak ground acceleration at the site is 0.28g (acceleration due to gravity). This acceleration corresponds to an event with 10% chance exceedance in a 50-year period (Geocon 2011).

Project Site Geology Soil Conditions

A geotechnical investigation of the site (Geocon 2011) encountered alluvial soils extending beyond the total depth explored of approximately 102 feet. The upper 29 feet of alluvium generally consists of hard, moist to wet, lean clay and fat clay with variable amounts of sand and some interbedded layers of silt and clayey sand. Below about 29 feet, alluvial soils consist of firm to hard, moist to wet lean clay and fat clay with varying amounts of sand and loose to medium dense, silty to poorly graded sands with silt. Laboratory tests indicate that on-site soils have moderate to high plasticity and moderate expansion potential (Geocon 2011).

Site Seismicity

The site is not located on any known “active” earthquake fault trace and is not contained within an Alquist-Priolo Earthquake Fault Zone. Low foothills of the Coast Ranges, including the Dunnigan Hills, Capay Hills, and English Hills, lie west of the site. The presence of subsurface thrust faults within these foothills and other faults in proximity to the site produces the potential for seismic ground shaking in the Woodland region. The closest known active faults are the Dunnigan Hills Fault (approximately 6 miles northwest), Great Valley Thrust Fault System (approximately 13 miles west), the Green Valley Fault (approximately 28 miles southwest), the Hunting Creek-Berryessa Fault (approximately 28 miles northwest), and the Rogers Creek Fault (approximately 50 miles southwest). The San Andreas Fault is located approximately 70 miles southwest of the site (Geocon 2011).

The state earthquake protection law (California Health and Safety Code 19100 et seq.) requires that buildings be designed to resist stresses produced by lateral forces caused by earthquakes. Minimum design requirements are included in the Uniform Building Code (UBC) and are developed based on the seismic zone in which a project is located. Four seismic zones are applied nationwide (Zone 1 through 4). Zone 1 areas have the least seismic potential and Zone 4 areas are the most seismically active. According to the City of Woodland General Plan Background Report, Woodland is located within seismic Zone 3 (City of Woodland 1996), which indicates an area at high risk to experience maximum magnitudes and damage in the event of an earthquake.

The 1972 Alquist-Priolo Earthquake Fault Zoning Act (AP Zone Act) was passed to prevent the new development of buildings and structures for human occupancy on the surface of active faults. The locations of active faults are established into fault zones by the AP Zone Act. According to the State of California Department of Conservation, the project site does not lie within a designated Alquist-Priolo Earthquake Fault Zone and no active or inactive faults are located within a five mile radius of downtown Woodland (CDC 2010).

3.6.2 DISCUSSION

- a) ***Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:***
- i) ***Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)***

Less-than-Significant Impact. The site is not located on any known “active” earthquake fault trace and is not contained within an Alquist-Priolo Earthquake Fault Zone. Therefore, the potential for ground rupture due to onsite active faulting is considered low. No known active or inactive faults or earthquake hazard zones are located near the project site. Because surface ground rupture along faults is generally limited to a linear zone a few feet wide, ground rupture because of a fault across the project site is unlikely. Therefore, hazards associated with a potential fault rupture are considered less-than-significant impact.

- ii) ***Strong seismic ground shaking?***

Less-than-Significant Impact. Geotechnical studies for the proposed project have not been prepared to evaluate the suitability of project site soils for the potential for seismic induced settlement. If a seismic event occurs at a nearby fault, seismic induced settlement could affect the project site. The extent of damage would depend on the soil characteristics, groundwater depth, and duration and intensity of the earthquake. Consistent with the City General Plan, the proposed project would be designed to meet applicable Uniform Building Code Standards, which identify specific criteria for seismic hazards (City of Woodland 2002; Chapter 8, Policies 8.A.1-9). Because proposed facilities would be required to include appropriate design measures to mitigate potential seismic hazards consistent with State and local regulations, potential hazards associated with strong seismic ground shaking would be less than significant.

- iii) ***Seismic-related ground failure, including liquefaction?***

Less-than-Significant Impact. Liquefaction is the sudden temporary loss of strength in saturated, loose to medium dense, granular sediments subjected to ground shaking. Liquefaction can cause foundation failure of buildings and other facilities due to the reduction of foundation bearing strength. During a seismic event, the extent of damage from ground failure including liquefaction would depend on the soil characteristics, groundwater depth, and duration and intensity of the earthquake. A geotechnical study for the project found that based on subsurface conditions at the site, liquefaction potential is expected to be low during seismic events. In addition, the site is not located in a currently established State of California Seismic Hazard Zone for liquefaction (Geocon 2011). Consistent with City policy, the proposed water tank and pump station would be designed to meet applicable Uniform Building Code Standards, which identify specific criteria for seismic and liquefaction hazards. Because proposed facilities would include appropriate design measures to mitigate potential seismic and liquefaction hazards consistent with State and local regulations and recommendations provided as part of the project’s geotechnical investigation (Geocon 2011), potential hazards associated with strong ground failure or liquefaction would be less-than-significant.

iv) Landslides?

Less-than-Significant Impact. The project site is a relatively flat site and, therefore, would not be subject to landslides. This would be a less-than-significant impact.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant with Mitigation Incorporated. The Yolo soil series consists of well-drained silt loams and silty clay loams on alluvial fans on slopes of between 0 and 2 percent. Yolo soils are commonly well drained with slow to medium runoff and moderate permeability (USDA 1974). Depending on wind and rain conditions, grading activities and improvements could result in the potential for erosion and sedimentation of site soils both on- and off-site. Implementation of Mitigation Measure GEO-1 would reduce the project's potential for erosion and sedimentation to a less-than-significant level.

Mitigation Measure GEO-1

Construction of the proposed project would result in disturbance of more than one acre of land. Therefore, a General National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities from the State Water Resources Control Board (SWRCB) would be required for the project. As a condition of that permit, a Stormwater Pollution Prevention Plan (SWPPP) for construction activities shall be prepared and implemented. The SWPPP will identify pollutant sources that could affect the quality of stormwater discharge, and shall include provisions for implementing Best Management Practices (BMPs) that reduce or eliminate water pollution associated with project construction. The following includes a partial list of BMPs that shall be included, as applicable, in order to mitigate construction related water quality impacts:

- › If excavation occurs during the rainy season, storm runoff from the construction area shall be regulated through a storm water management/erosion control plan that shall include temporary on-site silt traps and/or basins with multiple discharge points to natural drainages and energy dissipaters. Stockpiles of loose material shall be covered and runoff diverted away from exposed soil material. If work stops due to rain, a positive grading away from slopes shall be provided to carry the surface runoff to areas where flow would be controlled, such as the temporary silt basins. Sediment basins/traps shall be located and operated to minimize the amount of off-site sediment transport. Any trapped sediment shall be removed from the basin or trap and placed at a suitable location onsite, away from concentrated flows, or removed to an approved disposal site.
- › Temporary erosion control measures (such as fiber rolls, staked straw bales, detention basins, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) shall be provided until perennial revegetation, landscaping, or pavement is established and can minimize discharge of sediment into nearby waterways.
- › Sediment shall be retained on-site by a system of sediment basins, traps, or other appropriate measures.
- › No disturbed surfaces shall be left without erosion control measures in place during the rainy season, from October 15th through April 30th.
- › Erosion protection shall be provided on all cut-and-fill slopes. Revegetation shall be facilitated by mulching, hydroseeding, or other methods and shall be initiated as soon as possible after completion of grading and prior to the onset of the rainy season (by October 15th).

- › Grass turf will be established on the construction site, including the temporary staging area, as soon as possible after disturbance.

BMPs selected and implemented for the project will be in place and operational prior to the onset of major earthwork on the site. The construction phase facilities will be maintained regularly and cleared of accumulated sediment as necessary. Effective mechanical and structural BMPs that could be implemented at the project site include the following:

- › Mechanical storm water filtration measures, including oil and sediment separators or absorbent filter systems installed within the storm drainage system to provide filtration of storm water prior to discharge.
- › Vegetative strips, high infiltration substrates, and grassy swales used where feasible throughout the development to reduce runoff and provide initial storm water treatment.
- › Roof drains will discharge to natural surfaces or swales where possible to avoid excessive concentration and channelizing storm water.
- › Permanent energy dissipaters included in drainage outlets.

SIGNIFICANCE AFTER MITIGATION

Implementation of Mitigation Measure GEO-1 would ensure compliance with NPDES permit requirements and ensure that potential impacts from soil erosion and sedimentation would be less-than-significant.

- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?***

Less-than-Significant Impact. As described in response to threshold iii) above, liquefaction impacts are considered less-than-significant. In addition, proposed pipelines and structures would be designed to meet all applicable UBC engineering requirements to ensure that the facilities would not be affected by potential lateral spreading, liquefaction, or collapse. Tank design, materials, and erection would conform to American Water Works Association Standards and UBC requirements for seismic design criteria. Therefore, the proposed project would result in less-than-significant impacts related to unstable geologic or soil units.

- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial risks to life or property?***

Less-than-Significant Impact. Expansive soils are soils that are high in expansive clays or silts and that swell and shrink with wetting and drying, respectively. This shrinking and swelling can result in differential ground movement, which can cause damage to foundations. However, proper fill selection, moisture control, and compaction during construction can prevent these types of soils from causing significant damage. The soils on-site have a moderate shrink/swell potential and could have the potential to create risk to life or property if the soils are not properly compacted. Consistent with City policy, all new building construction and design must comply with the UBC, which has specific site development and construction standards by soil type to prevent expansive soil hazards. Because proposed facilities would include appropriate design measures to mitigate potential expansive soil hazards consistent with State and local regulations, this would be a less-than-significant impact.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The proposed project would not include the use of septic systems. Therefore, no impact would occur.

3.7 GREENHOUSE GAS EMISSIONS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
VII. Greenhouse Gas Emissions. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.7.1 ENVIRONMENTAL SETTING

Certain gases in the earth's atmosphere, classified as greenhouse gases (GHGs), play a critical role in determining the earth's surface temperature. GHGs are responsible for "trapping" solar radiation in the earth's atmosphere, a phenomenon known as the greenhouse effect. Prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Human-caused emissions of these GHGs in excess of natural ambient concentrations are responsible for intensifying the greenhouse effect and have led to a trend of unnatural warming of the earth's climate, known as global climate change or global warming. It is *extremely unlikely* that global climate change of the past 50 years can be explained without the contribution from human activities (Intergovernmental Panel on Climate Change [IPCC] 2007). By adoption of Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, and Senate Bill (SB) 97, the State of California has acknowledged that the effects of GHG emissions cause adverse environmental impacts. AB 32 mandates that emissions of GHGs must be capped at 1990 levels by the year 2020 (H&SC section 38530).

Emissions of GHGs have the potential to adversely affect the environment because such emissions contribute, on a cumulative basis, to global climate change. Although the emissions of one single project will not cause global climate change, GHG emissions from multiple projects throughout the world could result in a cumulative impact with respect to global climate change.

Legislation and executive orders on the subject of climate change in California have established a statewide context for and a process for developing an enforceable statewide cap on GHG emissions. Given the nature of environmental consequences from GHGs and global climate change, CEQA requires that lead agencies consider evaluating the cumulative impacts of GHGs, even relatively small (on a global basis) additions. Small contributions to this cumulative impact (from which significant effects are occurring and are expected to worsen over time) may be potentially considerable and therefore significant.

The project is located in Yolo County which may be particularly vulnerable to the effects of global warming. According to the Legislature, in AB 32, global warming will "have detrimental effects on some of California's largest industries, including agriculture, wine, tourism, skiing, recreational and commercial fishing, and forestry." (Health and Safety Code Section 38501, subd. (b)). Furthermore, global warming will "increase the strain on electricity supplies necessary to meet the demand for summer air-conditioning in the hottest parts of the State."

Yolo County's economy relies heavily on agriculture, tourism, recreational fishing, and boating. In addition, Yolo County is among parts of the state that experience hot weather and is, therefore, at a greater risk of experiencing electricity shortages that are manifestations of global warming. It may also experience economic and public health damages related to changes in vegetation and crop patterns, lower summer reservoirs, and increased potential for flooding and air pollution that hotter temperatures can produce.

The proposed project includes the construction of a water storage tank and the operation of a water pumping station. The primary source of GHG emissions from these activities would come from vehicle miles traveled to and from the construction site. Once the construction phase is complete, there would be no additional vehicle trips added by this project. The proposed project would require electricity for the operation of the water tank which would also result in GHG emissions as a result of the production of electricity. Therefore, this analysis estimates short-term construction and long-term operational related GHG emissions.

While the Yolo Solano Air Quality Management District (YSAQMD), the local agency in charge of air quality considerations in Yolo County, has not established specific thresholds applicable to GHG emissions, CEQA still requires an evaluation of GHGs. CEQA also specifies that thresholds adopted by other agencies may also be considered by lead agencies when determining project significance. The Bay Area Air Quality Management District (BAAQMD) has established a CEQA significance threshold for GHGs of 1,100 metric tons carbon dioxide equivalent per year (MT CO₂e/yr) (BAAQMD 2010). The BAAQMD's threshold is specific to that district, and is not meant to apply to construction-related GHG emissions (rather, it is applicable to operational emissions). Nonetheless, the BAAQMD's threshold is still useful to compare the estimated GHG emissions from this project to the magnitude of emissions considered substantial by the neighboring BAAQMD. Therefore, the City elects to use the BAAQMD's GHG significance threshold for purposes of evaluating this project's emissions.

3.7.2 DISCUSSION

a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less-than-Significant Impact. Construction of the proposed project would include a new water storage tank and booster pump station, and other associated improvements (e.g., water pipelines). Construction related GHG Emissions would be associated with mobile-source exhaust from construction worker commute trips, haul truck trips, and equipment used on site (e.g., pavers, lifts). The project would not require more than one employee to commute to the site on a regular basis. Existing City maintenance personnel would periodically maintain the proposed facilities similar to existing maintenance operations for Well 17.

The proposed project would also include the long-term operation of a booster pump station, which would consist of four pumps, an automatic control valve for tank filling, standby power, and electrical controls housed in a single-story, masonry building. Electricity consumption associated with the proposed project is estimated to be 166,800 kilowatt-hour per year (kWh/yr) (Wanlass Pers. Comm. May 19, 2011). The operational related GHG emissions would occur over the lifetime of the proposed project whereas the construction related GHG emissions would last for a relatively short period of time (i.e. less than 14 months).

GHG emissions associated with the construction of project were calculated using applicable portions of the Urban Emissions Model (URBEMIS), which uses emission factors published by the California Air Resources Board (ARB) in its widely-accepted EMFAC 2007 (ARB 2006a) and OFFROAD 2007 (ARB 2006b) computer models. URBEMIS allows for the input of project-specific information to estimate emissions generated by worker commute trips, on-site equipment, and haul truck trips. Input parameters were based on project-specific information, default model settings, and reasonably conservative assumptions. GHG emissions associated with the long-term operation of the proposed project were calculated using a utility-specific emission factor for

converting kWh supplied by Pacific Gas and Electric (PG&E) to CO₂ MT/yr. The modeled construction and operational related GHG emissions are summarized in Table 3.7-1 and are described in more detail in Appendix A.

As shown from the emission estimate in Table 3.7-1, the emissions from both the construction and long-term operation of this project would be minor (e.g., less than 100 tons per year). Although the YSAQMD has not established levels of significance for GHG emissions, the BAAQMD has established a level of 1,100 MT CO₂e/yr as its significance threshold for GHG emissions. The BAAQMD threshold is specific to that district and not meant to be applicable to construction (rather, applicable to long-term project operation). Nonetheless, it is still useful to note that the estimated short-term and long-term GHG emissions from this project would be well-below the level considered substantial by the neighboring air district, BAAQMD.

Table 3-7-1 Summary of Modeled GHG Emissions Associated with Water Tank	
Project Phase	Total CO ₂ MT/yr
Construction	91
Operational	50
Notes: CO ₂ = carbon dioxide; GHG = greenhouse gas; MT/yr = metric tons per year. Values from URBEMIS were converted from short tons per year to metric tons per year. Operational emission estimates were based on PG&E emission factor for CO ₂ e MT/yr and electricity consumption estimate from the proposed project was provided by West Yost Associates (2011). See Appendix A for detailed modeling results. Source: Modeling Conducted by Ascent Environmental 2011.	

Construction would be expected to last a maximum of 14 months with the peak construction occurring in the first 6-8 months. The construction phase would be relatively short, and the associated emissions would not be substantial. No new mobile, area, or stationary sources of GHGs would be associated with the proposed project. In addition, operation of the proposed project would result in approximately 50 MT CO₂e/year for the lifetime of the project. The project's operational GHG emissions would also be well-below the threshold adopted by the neighboring air district, BAAQMD, of 1,100 MT CO₂e/year. For these reasons, it is unlikely that this project would conflict with the goals of AB 32. Therefore, the proposed project would have a less-than-cumulatively considerable and, therefore, less than significant impact on climate change.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less-than-Significant Impact. As discussed under item a) above, both short-term construction and long-term operational GHG emissions associated with this project would be below other established thresholds (e.g., 1,100 MT CO₂e/yr applicable to BAAQMD's jurisdiction). The estimated energy requirement of the proposed project would result in an additional net increase in GHG emissions of approximately 50 CO₂e MT/yr. However, this additional increase in GHG emissions is well-below applicable GHG emission thresholds, as described above in a), and it would not be considered a substantial net increase of long-term operation-related GHG emissions. Therefore, implementation of the proposed project would not result in a substantial net increase of long-term operation-related GHG emissions from mobile, stationary, or area sources. For these reasons, as stated above in a) the proposed project would not generate substantial GHG emissions, and therefore, would not conflict with AB 32 or any other applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. As a result, this impact would be less than significant.

3.8 HAZARDS AND HAZARDOUS MATERIALS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
VIII. Hazards and Hazardous Materials. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

3.8.1 ENVIRONMENTAL SETTING

A computerized data search of various agency lists was conducted for the project site and surrounding area to identify potential hazardous contamination sites. There are no facilities on or adjacent to the project site that are listed as a Resource Conservation and Recovery Act (RCRA) generator of hazardous waste, according to the U.S. Environmental Protection Agency's (EPA's) Envirofacts Web database (EPA 2011) and the California Department of Toxic Substances Control (DTSC) EnviroStor Database (DTSC 2011).

3.8.2 DISCUSSION

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less-than-Significant Impact. Construction of the proposed project could temporarily increase the transport of materials generally regarded as hazardous materials that are used in construction activities. It is anticipated that limited quantities of miscellaneous hazardous substances, such as gasoline, diesel fuel, hydraulic fluids, paint, and other similarly related materials would be brought onto the project site, used, and stored during the construction period. Operation of the proposed project could increase the transport of materials generally regarded as hazardous materials that are used in operational activities. It is anticipated that limited quantities of hazardous substances, such as sodium hypochlorite would be brought onto the project site, used, and stored during operation of the project. The types and quantities of materials to be used for construction and operation of the project could pose a significant risk to the public and/or the environment if not properly handled.

State agencies regulating hazardous materials are the California Environmental Protection Agency (Cal/EPA) and the Office of Emergency Services (OES). The California Highway Patrol (CHP) and California Department of Transportation (Caltrans) enforce regulations for hazardous materials transport. Within Cal/EPA, the Department of Toxic Substances Control (DTSC) has primary regulatory authority to enforce hazardous materials regulations. State hazardous waste regulations are contained primarily in Title 22 of the California Code of Regulations (CCR). The California Occupational Health and Safety Administration (Cal OSHA) has developed rules and regulations regarding worker safety around hazardous and toxic substances. Because the City and its contractors would implement and comply with these regulations during construction and operation of the project, impacts related to creation of significant hazards to the public through routine transport, use, and disposal of hazardous materials would not occur. Additionally, because the City would prepare and adhere to a SWPPP and associated BMPs during project construction, impacts from potential spills of hazardous materials would be minimized. Therefore, this impact would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?

Less-than-Significant Impact. During construction of the proposed project, hazardous materials such as fuels and lubricants would be used to operate construction equipment such as backhoes, loaders, excavators, and compaction machines. Fuels and lubricants have the potential to be released into the environment at the project site, causing environmental and/or human exposure to these hazards. Operation of the proposed project would also require the use of limited quantities of hazardous substances, such as sodium hypochlorite. These materials would have the potential to be released into the environment at the project site, causing environmental and/or human exposure to these hazards. However, the City and its contractors would handle, store, and dispose of all hazardous materials used on-site in accordance with all applicable local, State, and federal laws regulating the uses of hazardous materials (see 3.8.2a above). Therefore, this would be a less-than-significant impact.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. There are no existing or proposed schools located within 0.25 mile of the project site. The nearest schools to the project site are Great Day Presbyterian Preschool (1324 Columbia Drive, Woodland, CA 95695), located approximately 0.3 mile north of the site, and Zamora Elementary School (1716 Cottonwood Street, Woodland, CA 95695), located approximately 0.4 mile east of the site. Because the nearest

school is located 0.3 mile from the project site, less-than-significant impacts would occur related to emissions or handling of hazardous materials within a one-quarter mile of an existing or proposed school.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

No Impact. The project area is not identified by EPA or DTSC as a hazardous materials site (EPA 2011; DTSC 2011). Thus, the proposed project would not create a significant hazard to the public or to the environment as a result of existing hazardous material contamination. Therefore, no impact would occur.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The nearest public airport, Yolo County Airport-DWA (Aviation Ave, Woodland, CA 95695), is located approximately 6 miles southwest of the project site. According to the Yolo County Airport Comprehensive Land Use Plan, the project site is not located within the airport land use plan (SACOG 1999). Further, the proposed project does not include any structures of significant height or include any activities that would impair operations of the Yolo County Airport-DWA or any other airport use. The proposed project would not affect airport safety. Therefore, no impact would occur.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

Less-than-Significant Impact. No private airstrips occur within or near the project area. The nearest private air transport facilities are the Watts Woodland/Yolo Fliers Club (17980 County Road 94B Woodland, CA 95695), located approximately 4 miles northwest of the project site, and Medlock Field (County Road 27, Woodland, CA 95776), located approximately 4 miles southeast of the project site. The proposed project does not include any structures of significant height or include any activities that would impair operations or air safety of these private air transport facilities. Therefore, no impact would occur.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. Because the project would be contained within an existing City park and no new housing or office space would be constructed, the proposed project would not permanently impair implementation of or physically interfere with the City's adopted emergency response plan or emergency evacuation plan. As a result, no impacts are anticipated.

- h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Less-than-Significant Impact. Land uses in the project area consist of agricultural uses to the west and single-family residences and park uses to the north, south, and east. Wildland fires resulting from either natural or manmade causes occur in forest, brush, or grasslands. The threat of wildland fires in the urban core of the City is minimal. While the potential existing for wildland fires to occur in adjacent agricultural areas west of the project site, because of the proximity to the urban core of the City, access to fire suppression facilities, and the fact that no housing or employment centers are proposed with the project, wildland fire risks associated with the project would be considered less-than-significant.

3.9 HYDROLOGY AND WATER QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
IX. Hydrology and Water Quality. Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☒	☐	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial on- or off-site erosion or siltation?	☐	☒	☐	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in on- or off-site flooding?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☒	☐	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Result in inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

3.9.1 ENVIRONMENTAL SETTING

The Yolo Bypass and Sacramento River lie two miles east of the City of Woodland. Willow Slough is located south of the City and Cache Creek is located one mile north of the City. A groundwater aquifer underlies Woodland and serves as the City's municipal water supply.

The City of Woodland currently depends almost entirely on groundwater for its potable water supply source. The City of Woodland's water facilities currently consist of one elevated water storage tank, located in northwest Woodland on Beamer Street, a network of distribution pipelines and pump stations, and 20 groundwater wells.

The City's storm drainage system is operated and managed by City of Woodland Public Works Operations and Maintenance Division and consists of collection, conveyance, detention, and pumping facilities. Stormwater is ultimately pumped into an outfall channel that discharges directly into the Yolo Bypass (City of Woodland 2002).

The existing multi-use detention basin in David-Douglass Park is designed to receive runoff during extreme rainfall periods and to drain within 24 to 48 hours after such events. The drainage basin currently has a capacity of approximately 30 acre-feet and with implementation of the project, would be reduced in capacity by up to 3 acre-feet or 1% because of the proposed footprint of the water tank. The detention basin is currently operating under capacity and would have sufficient remaining capacity to accommodate project stormwater. To improve operational abilities of the existing detention basin, the existing slice gate would be automated so that it can be controlled remotely and more often for flood control.

The majority of Davis-Douglas Park has been excavated down approximately 3 to 5 feet below the surrounding areas to serve as stormwater detention during storm events. The project area is located outside of the FEMA 100-year floodplain (City of Woodland 2003). The 100-year floodplain is defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood.

3.9.2 DISCUSSION

a) *Violate any water quality standards or waste discharge requirements?*

Less-than-Significant with Mitigation Incorporated. Construction of the proposed project, including the proposed water pipelines, could result in increased levels of water pollution areas as a result of construction activities. Specifically, construction activities such as grading and trenching would result in disturbance of soils and sediments that could be carried into the City's drainage system during storm events. Further, accidental discharges of construction-related fuels, oils, hydraulic fluid, and other hazardous substances could contaminate stormwater flows, resulting in a reduction in stormwater quality on-site or downstream of the project area. This would be a potentially significant impact. Implementation of mitigation measure GEO-1, above, would reduce the project's construction-related water quality impacts to a less-than-significant level because appropriate best management practices and water quality protection measures would be implemented to properly handle, treat, and discharge stormwater generated on-site.

The City's planned conversion from groundwater to surface water for potable uses would result in an overall improvement in the water quality of local creeks and drainages and groundwater because surface water generally is of better quality (i.e., lower salt and mineral concentrations) than local groundwater supplies. Therefore, use of surface water for municipal and industrial uses (e.g., irrigation, potable uses, etc.) would substantially reduce the need to pump groundwater, would improve the quality of return flows to local creeks and drainages, and would improve the quality of the treated wastewater effluent from the City's wastewater

treatment plant. Therefore, operation of the proposed project in combination with delivery of surface water to the City would result in a net benefit to water quality for the City.

- b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted)?***

Less-than-Significant Impact. Conversion of unpaved surfaces to impervious surfaces could result in a decrease in the amount of rainwater that can replenish groundwater. The proposed project would include construction of approximately 0.8 acre of impervious surfaces, including a water tank, booster pump station, and associated paved areas. The proposed water pipelines would be buried below the ground surface and no decrease in permeable surfaces would occur as a result of these facilities. Because the proposed project would result in only a small surface area being converted to impervious surfaces, and because adjacent land surfaces would continue to provide infiltration capacity and groundwater recharge, no significant changes in groundwater infiltration or level is anticipated. Similarly, the project would not result in a decrease in the production rate of the existing and adjacent Well 17. This would be a less-than-significant impact.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial on- or off-site erosion or siltation?***

Less-than-Significant with Mitigation Incorporated. Construction of the project would result in installation of new impervious surfaces. Impervious surfaces do not permit natural infiltration of stormwater runoff into underlying aquifers, and could result in increased discharge of stormwater runoff to drainage facilities. Increased runoff from the new impervious surfaces could cause additional erosion or siltation both on-site and off-site. This would be a potentially significant impact. However, implementation of Mitigation Measure GEO-1, above, would reduce these potential impacts to less-than-significant levels.

- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in on- or off-site flooding?***

Less-than-Significant Impact. Construction of the proposed project would result in the generation of additional stormwater flows from new impervious surfaces during storm events. The increased drainage would be directed to the existing stormwater basin in David Douglass Park, which has adequate capacity to handle project related stormwater. Therefore, this would be a less-than-significant impact.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

Less-than-Significant Impact. Piping would be provided for tank draining and for allowing the tank to overflow at maximum water level. The overflow pipe and drain would discharge to an overflow structure, which flows to the existing adjacent detention basin.

The project would be sited next to an existing groundwater well (Well17) and stormwater detention basin. The existing detention basin is designed to receive runoff during extreme rainfall periods and to drain within 24 to 48 hours after such events. The drainage basin currently has a capacity of approximately 30 acre-feet and with implementation of the project, would be reduced in capacity by up to 3 acre-feet or 1% because of the proposed

footprint of the water tank. The detention basin is currently operating under capacity and would have sufficient remaining capacity to accommodate project stormwater. Further the project would automate the control gates to the detention basin, which would allow for the more efficient operation of the basin (i.e., filling and draining) during storm events. Therefore, this would be a less-than-significant impact.

f) Otherwise substantially degrade water quality?

Less-than-Significant with Mitigation Incorporated. New impervious surfaces that would be constructed as part of the project would collect oils, sediments, brake dust, and other potential water pollutants. During storm events, these pollutants would be carried by runoff and potentially discharged into downstream receiving waters, resulting in increased water pollution. However, implementation of Mitigation Measure GEO-1, which implements a SWPPP, would reduce these potential impacts to less-than-significant levels.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The proposed project would not include construction of any housing. The project area is located outside of the FEMA 100-year floodplain. Therefore, no housing would be placed within a flood zone as a result of this project, and no impact would occur.

h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?

No Impact. The project site is located outside of the FEMA 100-year floodplain. Therefore, none of the proposed facilities would be subject to significant flooding risks, and, therefore, would not be anticipated to result in impeded or redirected flood flows. No impact would occur.

i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. As described above, the entire project area is located outside of the FEMA 100-year flood zone. Additionally, the proposed project would not disturb, disrupt, or otherwise contribute to the failure of any levee, dam, or other flood control structure. Therefore, no impact would occur.

j) Result in inundation by seiche, tsunami, or mudflow?

No Impact. The project area is not located in the vicinity of any lakes or other large water bodies that would be susceptible to seiche, in the event of seismic activity. Additionally, the project area is not located in the vicinity of any tidally-influenced waters, and is at an elevation above 65 feet sea level. Therefore, the project area would not be susceptible to tsunami. Finally, the project area is situated in the central portion of the Sacramento Valley within a large, open expanse of flat topography. As such, the area is not susceptible to large-scale mudflows. No impact would occur.

3.10 LAND USE AND PLANNING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
X. Land Use and Planning. Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

3.10.1 ENVIRONMENTAL SETTING

The project site is located in a David Douglass city park in the southwest portion of the City of Woodland. Land uses adjacent to the project site include an agricultural field just west of the site and city limit boundary and low density residential neighborhoods north, south, and east of the site. The City of Woodland General Plan designation for the project site is Open Space (OS). This designation provides for agricultural uses, outdoor recreational and equestrian uses, habitat protection, irrigation canals, reservoirs, watershed management, and public and quasi-public uses.

The project site is zoned O-S (Open Space). As specified in Article 13 of the City Zoning Ordinance, public and quasi public buildings and uses appropriate to the area are permitted in the O-S Zone with a conditional use permit (City of Woodland 2003: 48, 50). Further, Section 25-25-10 of the zoning ordinance states that height specifications specified elsewhere shall not apply to water tanks (City of Woodland 2003: 225, 23).

3.10.2 DISCUSSION

a) *Physically divide an established community?*

No Impact. The project would be located within an existing City park and adjacent to an existing residential neighborhood and an existing developed well site location (Well 17). Construction of the proposed water tank, pump station, and pipelines would not disrupt or divide the physical arrangement of an existing community through access or installation of physical barriers. Therefore, no impact would occur.

b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact. The project site is designated as Open Space in the City General Plan, a land use designation that provides for public and quasi-public uses (City of Woodland 2002: p.1-8). Installation of the proposed water storage tank, pump station, and pipelines would be consistent with the City General Plan. Furthermore, the

zoning ordinance for the City of Woodland has provisions which allow public utilities as an accepted use in open space zones (City of Woodland 2003: Article 13). As a result, the proposed project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project area. Therefore, no impacts are anticipated.

c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

No Impact. The Yolo County Natural Heritage Program Plan, which serves as a Habitat Conservation Plan (HCP), is currently being prepared. In the interim, the program has implemented a mitigation program acceptable to the Department of Fish and Game for a main species of concern, the Swainson's hawk (Yolo Natural Heritage Program 2002). The mitigation program applies to those projects that would result in discretionary changes in land use or a change in land use designation from open land to any other land use. The project would not result in a change to land use or land use designation. Further, Mitigation Measure BIO-1 would reduce any impacts to nesting raptors to a less-than-significant level. Therefore, the County's mitigation program would not apply to the project and no impacts related to conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan would occur.

3.11 MINERAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XI. Mineral Resources. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.11.1 ENVIRONMENTAL SETTING

No known mineral resources are located within or adjacent to the project site (Yolo County 2009). There are two mineral resources areas located in the vicinity of the City of Woodland. One is gravel located in the aggregate area of Cache Creek and the second is gas wells that surround the City (City of Woodland 1996).

The Cache Creek aggregate area extends from the town of Capay to the town of Yolo and encompasses approximately 17,200 acres. Six companies extract gravel from Cache Creek: Granite, Schwarzguber, Teichert, Solano, R.C. Collett, and Syar. Yolo County regulates the mining operations of Cache Creek (City of Woodland 1996).

There are nineteen gas wells in operation within five miles of the City of Woodland. Yolo County and the State regulate the gas wells. No gas wells are located in the vicinity of the proposed project.

3.11.2 DISCUSSION

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The project site is not located within a mapped mineral resource zone (Yolo County 2009). No loss of availability of a known mineral resource that would be of value to the region and the residents of the state would occur. Therefore, no impacts would occur.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. There are no locally important mineral resource recovery sites delineated on a local general plan, specific plan, or other land use plan that include the project site. Therefore, no impacts would occur.

3.12 NOISE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than- Significant with Mitigation Incorporated	Less-than- Significant Impact	No Impact
XII. Noise. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?				
Short-Term Construction Source Noise	☐	☐	☒	☐
Long-Term Operational Source Stationary Noise	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.12.1 ENVIRONMENTAL SETTING

Existing conditions are governed by the presence of noise-sensitive receptors, the location and type of noise sources, and overall ambient levels. Noise-sensitive land uses are generally considered to include those uses where noise exposure could result in health-related risks to individuals, as well as places where a quiet setting is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, schools, historic sites, cemeteries, and recreation areas are also generally considered sensitive to increases in exterior noise levels. Places of worship and transit lodging, and other places where low interior noise levels are essential are also considered noise-sensitive. Those noted above are also considered vibration-sensitive land uses in addition to commercial and industrial buildings where vibration would interfere with operations within the building, including levels that may be well below those associated with human annoyance.

The project site is located adjacent to an existing water well in the southwest corner of Dave Douglass Park in the City of Woodland. Existing noise- and vibration- sensitive land uses in the project vicinity primarily include

off-site residences located approximately 185 feet to the south across West El Dorado Drive and the community members using the facilities at Dave Douglass Park.

The existing noise environment in the project area is primarily influenced by transportation noise from vehicle traffic on the local roadway system (e.g., County Road 98 and West El Dorado Drive). Other noise sources that contribute to the existing noise environment include agriculture activities, and to a much lesser extent residential and recreational areas (e.g., landscape maintenance activities, dogs barking, people talking, and use of the sports fields on Dave Douglass Park). Transportation and agriculture-related sources noted above are also considered sources of vibration in the project area.

Various private and public agencies have established noise guidelines and standards to protect citizens from potential hearing damage and other adverse physiological and social effects associated with noise. Applicable regulations are contained in the City of Woodland's 2002 General Plan Noise Element and Section 15-26 of the Municipal Code as described below.

CITY OF WOODLAND GENERAL PLAN NOISE ELEMENT

Policies

- 8.G.1. The City shall prohibit development of new noise-sensitive uses where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 3.12-1 as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards set out in Table 3.12-1.
- 8.G.2. The City shall require that noise created by new non-transportation sources be mitigated so as not to exceed the noise level standards of Table 3.12-1 as measured immediately within the property line of lands designated for noise-sensitive uses.

Table 3.12-1 Noise Level Performance Standards New Projects Affected by or Including Non-transportation Sources*		
Noise Level Descriptor	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
Hourly L_{eq}	50	45
Maximum level, dB	70	65
Each of the noise levels specified above shall be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).		
*For the purposes of compliance with the provisions of this section, the City defines transportation noise sources as traffic on public roadways, railroad line operations, and aircraft in flight. Control of noise from these sources is preempted by Federal and State regulations. Other noise sources are presumed to be subject to local regulations. Non-transportation noise sources may include industrial operations, outdoor recreation facilities, HVAC units, and loading docks.		
Source: City of Woodland General Plan Noise Element 2002		

- 8.G.4. Where proposed non-residential land uses are likely to produce noise levels exceeding the performance standards of Table 3.12-1 at existing or planned noise-sensitive uses, the City shall require an acoustical analysis as part of the environmental review process so that noise mitigation may be included in the project design.

CITY OF WOODLAND MUNICIPAL CODE

Section 15-26. – Loud, unnecessary, etc., noises prohibited; enumeration of such noises

(d) Construction or Repairing of Buildings. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 A.M. and 6:00 P.M. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, and between 9:00 A.M. and 6:00 P.M. on Sunday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for a period of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 P.M. and 7:00 A.M. on weekdays and 6:00 P.M. and 9:00 A.M. on Sundays, and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 P.M. and 7:00 A.M. on weekdays and 6:00 P.M. and 9:00 A.M. on Sundays, upon application being made at the time the permit for the work is awarded or during the progress of the work.

3.12.2 DISCUSSION

- a) ***Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?***
- c) ***A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?***
- d) ***A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?***

Short-Term Construction Source Noise

Less-than-Significant Impact. Construction noise levels in the vicinity of the proposed project would fluctuate depending on the particular type, number, and duration of usage for the varying equipment. The effects of construction noise largely depend on the type of construction activities occurring on any given day, noise levels generated by those activities, distances to noise sensitive receptors, and the existing ambient noise environment in the receptor's vicinity. Construction generally occurs in several discrete stages, each phase requiring a specific complement of equipment with varying equipment type, quantity, and intensity. These variations in the operational characteristics of the equipment change the effect they have on the noise environment of the project site and in the surrounding community for the duration of the construction process.

To assess noise levels associated with the various equipment types and operations, construction equipment can be considered to operate in two modes, mobile and stationary. Mobile equipment sources move around a construction site performing tasks in a recurring manner (e.g., loaders, graders, dozers). Stationary equipment operates in a given location for an extended period of time to perform continuous or periodic operations. Operational characteristics of heavy construction equipment are additionally typified by short periods of full-power operation followed by extended periods of operation at lower power, idling, or powered-off conditions.

Additionally when construction-related noise levels are being evaluated, activities that occur during the more noise-sensitive evening and nighttime hours are of increased concern. Because exterior ambient noise levels typically decrease during the late evening and nighttime hours as traffic volumes and commercial activities

decrease, construction activities performed during these more noise-sensitive periods of the day can result in increased annoyance and potential sleep disruption for occupants of nearby residential uses.

The site preparation phase typically generates the most substantial noise levels because the on-site equipment associated with grading, compacting, and excavation are the noisiest. Site preparation equipment and activities include backhoes, bulldozers, loaders, and excavation equipment (e.g., graders and scrapers). Erection of large structural elements and mechanical systems could require the use of a crane for placement and assembly tasks, which may also generate louder noise levels.

Based on the information provided in the project description, construction of proposed project (e.g., water tank and booster pump) would require the types of construction equipment listed in Table 3.12-2. It is expected that maximum noise levels would be associated with site preparation activities using excavators and graders. Noise emission levels at 50 feet from these types of construction equipment are shown in Table 3.12-2 below.

Table 3.12-2 Typical Reference Noise Emission Levels from Construction Equipment		
Equipment Type	Reference Level (L_{max} dBA) @ 50 feet	
Crane		85
Loader		80
Telehandler		85
Backhoe		80
Excavator		85
Grader		85
Asphalt Paver		85
Roller		85
Manlift		85
Truck (cement or water)		84-85
Notes:		
Assumes all equipment is fitted with a properly maintained and operational noise control device, per manufacturer specifications.		
Noise levels listed are manufacture-specified noise levels for each piece of heavy construction equipment.		
Source: FHWA 2006		

Based on the information provided in Table 3.12-2 and accounting for typical usage factors of individual pieces of equipment and activity types along with standard attenuation rates, on-site construction-related activities could result in hourly average noise levels of approximately 84 dBA L_{eq} (85 dBA L_{max}) at 50 feet and approximately 69 dBA L_{eq} (70 dBA L_{max}) at the nearest sensitive receptors (e.g., residences located 185 feet from the acoustical center of both of the staging area options). However, Section 15-26 of the City's Municipal Code, construction-generated noise levels in excess of the aforementioned standards are allowed if they only occur during the less noise-sensitive hours of the day (e.g., between 7:00 A.M. to 6:00 P.M. Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sundays). As stated in the project description, construction activities would be limited to the daytime hours between 8:00 A.M. and 6:00 P.M. Monday through Friday, and, thus, consistent with the limitations of the Municipal Code. Therefore, short-term on-site construction source noise would not result in the exposure of persons to or generation of noise levels in excess of applicable standards, or a substantial temporary increase in ambient noise levels in the project vicinity above levels existing without the project. This impact is considered **less than significant**.

Long-Term Operational Source Stationary Noise

Less-than-Significant Impact. Implementation of the proposed project would include the construction of a booster pump station consisting of minor sources of stationary noise such as pumps and generators. According to Federal Highway Administration (FHWA), reference noise emission levels for pumps and generators at 50 feet are approximately 77 and 82 dBA, respectively (FHWA 2006). The pump station would be constructed immediately south of the water storage tank approximately 140 feet from the closest residence. Based on these reference noise levels and accounting for typical usage factors of individual pieces of equipment and activity types along with standard attenuation rates, on-site long-term operational-related activities could result in hourly average noise levels of approximately 80 dBA L_{eq} (82 dBA L_{max}) at 50 feet and approximately 68 dBA L_{eq} (70 dBA L_{max}) at the nearest sensitive receptors. However, according to the project description, these pieces of equipment would be housed in a masonry block building and sound attenuation would be incorporated in design of the building and associated equipment. A building constructed with a masonry exterior wall typically provides an exterior-to-interior noise reduction of 30–40 dB with its windows closed (Paul S. Veneklasen & Associates 1973, cited in Caltrans 2002). Thus, the aforementioned modeled noise levels at the nearest sensitive receptor (68 dBA L_{eq} [70 dBA L_{max}]) would be reduced to approximately 38 to 28 dBA L_{eq} (40 to 30 dBA L_{max}), which would not exceed the applicable daytime or nighttime performance standards defined by the City of Woodland in the General Plan Noise Element. Therefore, long-term on-site operational-related stationary-source noise would not result in the exposure of persons to or generation of noise levels in excess of applicable standards, or a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. This impact is considered less than significant.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less-than-Significant Impact. Construction of the proposed project may result in varying degrees of temporary groundborne vibration and noise, depending on the specific construction equipment used and activities involved. Groundborne vibration and noise levels associated with various types of construction equipment and activities are summarized in Table 3.12-3. Based on the information provided in the project description and on the types of construction activities associated with the proposed project (e.g., site preparation and building erection) it is expected that maximum groundborne vibration and noise levels would be associated with the use of trucks.

Table 3.12-3 Representative Groundborne Vibration and Noise Levels for Construction Equipment

Equipment	PPV at 25 feet (in/sec) ¹	Approximate L_v (VdB) at 25 feet ²
Blasting	1.13	109
Large Dozer	0.089	87
Caisson Drilling	0.089	87
Trucks	0.076	86
Rock Breaker	0.059	83
Jackhammer	0.035	79
Small Dozer	0.003	58

¹ Where PPV is the peak particle velocity
² Where L_v is the root mean square velocity expressed in vibration decibels (VdB), assuming a crest factor of 4.
Source: FTA 2006

According to Federal Transit Administration, levels associated with the use of trucks are 0.076 inches per second (in/sec) and 86 vibration decibels (VdB) at 25 feet. Based on FTA's recommended procedure for applying a propagation adjustment to these reference levels, construction-related project activities would not result in levels at the nearest sensitive receptor (i.e., residences located 185 feet from the acoustical center of both of the staging area options) that exceed Caltrans's recommended level of 0.2 in/sec PPV with respect to the prevention of structural damage for normal buildings or FTA's maximum acceptable level of 80 VdB with respect to human response for residential uses (i.e., annoyance). Long-term operation of the proposed project would not result in any major sources of vibration. Thus, implementation of the proposed project would not result in the exposure of existing off-site sensitive receptors to excessive groundborne vibration levels. Therefore, this impact is considered less than significant.

- e) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***
- f) ***For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?***

No Impact. There are four primary airports located in Yolo County. The Yolo County Airport is publicly owned and located approximately 6 miles southwest of the project site. The Watts-Woodland Airport is privately owned and located approximately 4 miles northwest of the project site. The University Airport is publicly owned facility located 8.5 miles south of the project site. The Borges-Clarksburg Airport is privately owned and located approximately 22 miles southeast of the project site. Sacramento International Airport is also located approximately 11 miles to the east of the project location. Thus, the proposed project would not be located within two miles of a public (or public use) or within the vicinity of a private airstrip. In addition, the proposed project site is not located within a Comprehensive Land Use Plans (CLUP) for these airports. Also, it is important to note that operation of the project would not result in people working or residing at the project site. The project would result in no impact.

3.13 POPULATION AND HOUSING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XIII. Population and Housing. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing homes, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.13.1 ENVIRONMENTAL SETTING

The California Department of Finance, Demographic research unit estimates that the population in the City of Woodland was 56,464 as of January 1, 2009 (Department of Finance 2010).

3.13.2 DISCUSSION

- a) ***Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

No Impact. While the proposed storage tank and water pipelines would be sized to accommodate planned growth in the City, the primary purpose of the project is to provide reliable water service to existing customers. The project would not substantially change existing water demands or uses not already planned for and would not affect population growth either directly or indirectly. In addition, construction, operation, and maintenance of the facility would not result in a substantial increase in the numbers of permanent workers/employees. No population impacts would occur.

- b) ***Displace substantial numbers of existing homes, necessitating the construction of replacement housing elsewhere?***

No Impact. Construction and operation of the proposed project would not result in displacement of existing housing. Therefore, no impact would occur.

- c) ***Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?***

No Impact. Construction and operation of the proposed project would not result in displacement of people. Therefore, no impact would occur.

3.14 PUBLIC SERVICES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XIV. Public Services. Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

3.14.1 ENVIRONMENTAL SETTING

The Woodland Fire Department (WFD) has three fire stations that provide fire services to the City of Woodland. The nearest fire station to the project site is Fire Station #2 (1619 West St Woodland, CA 95695), located 1 mile east of the project site (City of Woodland 2009a).

The project site is served by the Woodland Police Department (WPD), a full-service, municipal law enforcement agency. The operations division is currently headed by a Captain and two Patrol Lieutenants, and is comprised of patrol, traffic, parking, and strategic operations (City of Woodland 2009b). The nearest police station is located at 1000 Lincoln Avenue, approximately 3 miles from the site. The project site lies within the boundaries of the Woodland Joint Unified School District. The District operates 12 elementary schools, 2 middle schools, 2 comprehensive high schools, a continuation high school, and an adult education center (WJUSD 2010). The nearest schools to the project site are private schools including the Montessori Children's House (1738 Cottonwood St, Woodland, CA 95695), located approximately 0.5 mile east of the site, and Great Day Presbyterian Preschool (1324 Columbia Dr, Woodland, CA 95695), located approximately 0.5 mile north of the site. Zamora Elementary School (1716 Cottonwood Street, Woodland, CA 95616) is the closest public school to the project site and is located 0.4 mile from the site.

The City of Woodland Parks and Recreation Department maintains the parks within the City. The City oversees more than 160 acres of recreational parks and athletic fields (City of Woodland 2011). The project site is located in David Douglass Park, which is a 12.7 acre facility located in the southwest corner of the City of Woodland. Amenities at the park include a baseball field, play fields, and biking/walking pathways.

3.14.2 DISCUSSION

- a) ***Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:***

Less-than-Significant Impact. The proposed project is not anticipated to have an adverse impact on emergency, police, or fire services during project construction or operation because the project is not an employment or resident generating land use that would increase demands for these services. Further, appropriate security fencing and lighting is proposed to limit access to the facility. No new or expanded public service facilities or services would be required. Therefore, this is a less-than-significant impact.

3.15 RECREATION

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XV. Recreation. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☒	☐

3.15.1 ENVIRONMENTAL SETTING

The project site is located in David Douglass Park, which is a 12.7 acre facility located in the southwest corner of the City of Woodland. Amenities at the park include a baseball field, play fields, and biking/walking pathways.

3.15.2 DISCUSSION

a) *Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Less-than-Significant Impact. The project would be constructed on 1.5 acres within David Douglass Park. An additional 1.5 acres of the park would be temporarily disturbed during construction for a construction staging area and construction of approximately 2,255 linear feet of new underground pipeline.. David Douglass Park is 12.7 acres and generally serves as open play fields and a stormwater detention basin during heavy rain events. The project would not result in the removal of any recreational amenities such as play structures or play fields. The portion of the park that would provide construction staging would return to its existing condition once the project is constructed. Similarly, the area where pipeline would be constructed would be returned to its existing conditions once construction is complete. While the project would result in the removal of 1.5 acres from the recreational area of the park, removal of this area would not substantially reduce (i.e., less than 10 %) the total recreational area provided at the park, and would not substantially reduce the City's overall recreational inventory. Therefore, this would be a less-than-significant impact.

b) *Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?*

Less-than-Significant Impact. The project would not increase demands for recreational facilities because no new population growth or housing would occur as a result of the project. Therefore, the need for construction or expansion of recreational facilities would be less-than-significant.

3.16 TRANSPORTATION/TRAFFIC

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XVI. Transportation/Traffic. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

3.16.1 ENVIRONMENTAL SETTING

Regional access to the project area is provided by Interstate 5 (I-5), a major north–south route interstate highway, and State Route 113 (SR 113), a two- and four-lane north–south state highway that runs approximately 10 miles west of Rio Vista at State Route 12 to State Route 99 south of Yuba City. SR 13 is an important connecting route between Interstate 80 and I-5.

The three major local roadways that provide access to the project area include County Road 98, County Road 20 (Kentucky Avenue), and County Road 24 (Gibson Road). County Road 98 is a 4-lane north-south principal arterial road and truck route that runs along the western boundary of the City and project site. County Road 20 (Kentucky Avenue) is a 2-lane east-west minor arterial road and truck route that is a connecting route to SR 113 and I-5. County Road 24 (Gibson Road) is a 2-lane east-west minor arterial road that becomes a 4-lane principal arterial road east of East Street and is a connecting route to SR 113.

According to the City of Woodland Department of Public Works, the average daily traffic levels shown in Table 3.16-1 were recorded along segments of the three major local roadways described above.

Table 3.16-1 Average Daily Traffic Volume	
Roadway	Traffic Count
County Road 98 between County Road 24 and W. El Dorado Drive	6221
County Road 98 between Knauer Place and County Road 24	8968
West Gibson Road between County Road 98 and Ashley Avenue	5961
Source: City of Woodland. 2011. Average Daily Traffic Volumes. < http://www.cityofwoodland.org/gov/depts/cd/engineering/transportation/traffic.asp >	

3.16.2 DISCUSSION

- a) ***Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?***

Less Than Significant Impact. Implementation of the project would result in a temporary increase in vehicle traffic along County Roads 98, 20, and 24 associated with short-term construction-related activities. A maximum of 15 construction workers would commute to the site on a daily basis; therefore, the project would result in the generation of 30 construction-worker trips per day.

During peak construction, construction of the tank would require the exportation of soil from the site and the hauling of concrete to the site. This would result in the generation of approximately 36 one-way truck haul trips per day over 30 days. Therefore, under peak construction, the project would generate a total of 72 construction trips on a daily basis on local roadways. Proposed construction-related trips would result in a minor increase (i.e., less than 1%) in traffic in along local roadways (see traffic counts in Table 4.16-1 above). Therefore, impacts associated with short-term traffic increases attributable to project construction would be less-than-significant.

For temporary construction proposed within the public right-of-way (i.e., water pipeline installation within the intersection of Lewis Ave/Saratoga Drive and along Ashley Avenue; and construction of a driveway entrance to W El Dorado Drive), an encroachment permit would be obtained by the City in compliance with Chapter 20, Article II, of the City of Woodland Code of Ordinances. Consistent with City policy, all disturbed public right-of-way would be returned to existing conditions in conformance with the encroachment permit. Therefore, the project's construction-related traffic impacts would be less-than-significant.

The project would require no more than one employee to commute to the site on a regular basis. Existing City maintenance personnel would periodically maintain the proposed facilities similar to existing maintenance operations for Well 17. Therefore, impacts associated with long-term increases in operational traffic attributable to the project would be less-than-significant.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less-than-Significant Impact. As described in a) above, short-term traffic impacts would be minor, relative to existing traffic along County Road 98, 20, and 24. Over the long-term, proposed traffic volumes would be indistinguishable from existing traffic conditions because only periodic maintenance of the facility would be required similar to maintenance operations that occur for the existing Well 17. Therefore, this impact would be less than significant.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. The nearest public airport, Yolo County Airport-Dwa is located approximately 6 miles southwest of the project site. The nearest private air transport facilities are Watts Woodland/Yolo Fliers Club, located 4 miles northwest of the site, and Medlock Field, located 4 miles southeast of the project site. The proposed project does not include any structures of significant height or include any activities that would affect air traffic patterns. Therefore, no impact to air traffic patterns would occur.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less-than-Significant Impact. The proposed pipeline alignment would be located below ground and would not change or alter existing roadways once implemented. No other changes to existing roadways would occur. Therefore, the project would not increase hazards due to a design feature or incompatible use. This would be a less-than-significant impact.

e) Result in inadequate emergency access?

Less-than-Significant Impact. All construction activity would remain on-site and would not require the closure of any nearby roadways at any time during construction. The project would provide two points of emergency access to and from the site consistent with City policies. Therefore, impacts related to inadequate emergency access would be less than significant.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. The project would not generate the need for alternative transportation because no new employment generating uses are proposed. Therefore, the project would not conflict with adopted policies, plans, or programs supporting alternative transportation and no impact would occur.

3.17 UTILITIES AND SERVICE SYSTEMS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XVII. Utilities and Service Systems. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

3.17.1 ENVIRONMENTAL SETTING

STORM DRAINAGE

The City of Woodland Public Works Operations and Maintenance Division is responsible for operation and management of the City storm drain system.

WASTEWATER AND SEWER

The City of Woodland Wastewater Treatment Plant (WWTP) is located south of I-5 and east of County Road 102. The capacity of the WWTP is 10.4 million gallons per day (mgd) of average dry weather flow (ADWF) and 23 mgd of peak hour flow (City of Woodland, 2005).

WATER SUPPLY

The City of Woodland currently depends almost entirely on groundwater for its potable water supply source. The City of Woodland's water facilities consist of one elevated water storage tank, located in northwest Woodland on Beamer Street, a network of distribution pipelines and pump stations, and 20 groundwater wells.

SOLID WASTE DISPOSAL

The Yolo County Central Landfill (YCCL) is the only landfill for disposal of municipal waste within the County. YCCL is a Class II landfill accepting municipal wastes and certain other "designated wastes" as well as the materials allowed at a Class III facility. In addition to municipal waste disposal, YCCL provides recycling, liquid waste disposal, wood and green waste disposal, and metal recovery services (Yolo County 2002). The YCCL is located approximately 8 miles southeast of City. YCCL is currently operating under permit by the California Integrated Waste Management Board (CIWMB) and is expected to close in 2021 based on the permitted maximum disposal rate of 1,800 tons per day (CIWMB, 2006).

3.17.2 DISCUSSION

a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

No Impact. The proposed project is limited to the construction and operation of a water storage tank and pipelines. Operation would be in accordance with the Department of Health Services requirements for water treatment and monitoring, and project implementation would not result in the exceedence of any of wastewater treatment requirements. Therefore, no impact would occur.

b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No Impact. The proposed project would improve water conveyance and storage capacity compared to existing condition. The environmental impacts of the proposed facilities are evaluated throughout this document. No additional facilities would be required; therefore, no impact would occur.

c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No Impact. The project would be sited next to an existing groundwater well (Well17) and stormwater retention basin. The project would not require construction of new or expanded storm drainage facilities. Therefore, no impacts would occur.

d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

No Impact. The project is a water storage facility. The project would not result in any water demands, rather it would store treated surface water prior to being delivered to the City's customers. Therefore, no new or expanded water supplies would be needed for the project and no impact would occur.

- e) **Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?**

No Impact. The project would not require connection to the local sewer system as no restroom facilities would be provided at the site. Therefore, no impacts would occur.

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?**

Less-than-Significant Impact. Project construction activities would generate minimal solid waste related to excess construction materials and material removed during site clearing. The quantity of solid waste is not anticipated to affect the capacity of the Yolo County Landfill and disposal of all waste would comply with applicable regulations. As a result, landfill and solid waste impacts would be less than significant.

- g) **Comply with federal, state, and local statutes and regulations related to solid waste?**

Less-than-Significant Impact. Refer to the response to threshold f) above.

3.18 MANDATORY FINDINGS OF SIGNIFICANCE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less-than-Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
XVIII. Mandatory Findings of Significance.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐
Authority: Public Resources Code Sections 21083, 21083.5. Reference: Government Code Sections 65088.4. Public Resources Code Sections 21080, 21083.5, 21095; <i>Eureka Citizens for Responsible Govt. v. City of Eureka</i> (2007) 147 Cal.App.4th 357; <i>Protect the Historic Amador Waterways v. Amador Water Agency</i> (2004) 116 Cal.App.4th at 1109; <i>San Franciscans Upholding the Downtown Plan v. City and County of San Francisco</i> (2002) 102 Cal.App.4th 656.				

3.18.1 DISCUSSION

- a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?**

Less-than-Significant with Mitigation Incorporated. As discussed in the Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality sections of this Initial Study, the proposed project would result in potentially significant impacts as a result of construction of the water storage tank, booster pump station, and water pipelines, and would have the potential to degrade the quality of the environment. However, adoption and implementation of mitigation measures described in this Initial Study would reduce these individual impacts to less-than-significant levels.

Although the trees adjacent to the project site may provide nesting habitat, Swainson's hawk and other raptors are not expected to forage on the project site, as it is a developed park with maintained lawns. Agricultural fields located west of the park may provide foraging habitat. Ground-disturbing and other construction activities on the project site could result in disturbance to raptors nesting in adjacent areas. Disturbance to nesting birds could result in nest abandonment by the adults and mortality of chicks and eggs. This impact would be significant. Implementation of mitigation measure BIO-1 would reduce any impacts related to nesting raptors to less-than-significant levels. Therefore, the project would not reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of an endangered, rare, or threatened species.

Although no documented cultural or paleontological resources are located at the project site, including important examples of the major periods of California history or prehistory, the potential exists to encounter previously undiscovered cultural material or paleontological resources during construction-related ground disturbing activities. However, adoption and implementation of Mitigation Measure CUL-1 and CUL-2 would reduce these potential impacts to less-than-significant levels.

No evidence suggests that any prehistoric or historic-era marked or unmarked interments are present within or in the immediate vicinity of the project site. However, there is a possibility that unmarked previously unknown graves of Native American or Euro-Americans could be present within the project site. Potential disturbance of previously undiscovered human remains during project construction would be a potentially significant impact. Implementation of Mitigation Measure CUL-3 would reduce the project's potential for disturbance of human remains to a less-than-significant level.

During construction activities, graded, excavated, and stockpiled soil could be exposed to erosion via wind and surface water runoff. Because construction would disturb more than 1 acre of land, the City would be required to develop and implement a Stormwater Pollution Prevention Plan (SWPPP) as part of its National Pollution Discharge Elimination System (NPDES) permit for construction activities administered by the State Water Resources Control Board (SWRCB). As described in Mitigation Measure GEO-1, the SWPPP would include a description of construction activities and would identify the BMPs that that would be employed to prevent soil erosion and discharge of other construction-related pollutants (e.g., petroleum products, solvents, paints, cement) that could contaminate nearby water resources. A monitoring program is generally required to ensure that BMPs are implemented according to the SWPPP and are effective at controlling discharges of stormwater-related pollutants. Implementation of Mitigation Measure GEO-1 would ensure compliance with NPDES permit requirements and ensure that potential impacts from soil erosion and sedimentation would be less-than-significant.

Construction of the proposed project, including the proposed water pipelines, could result in increased levels of water pollution areas as a result of construction activities. Specifically, construction activities such as grading and trenching would result in disturbance of soils and sediments that could be carried into the City's drainage system during storm events. Further, accidental discharges of construction-related fuels, oils, hydraulic fluid, and other hazardous substances could contaminate stormwater flows, resulting in a reduction in stormwater quality on-site or downstream of the project area. Implementation of mitigation measure GEO-1 would reduce the project's construction-related water quality impacts to a less-than-significant level because appropriate best management practices and water quality protection measures would be implemented to properly handle, treat, and discharge stormwater generated on-site.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

Less-than-Significant with Mitigation Incorporated. Cumulative environmental effects are multiple individual effects that, when considered together, would be considerable or compound or increase other environmental impacts. Individual effects may result from a single project or a number of separate projects and may occur at the same place and point in time or at different locations and over extended periods of time.

The purpose of the proposed project is to minimize reliance on area groundwater, provide adequate water storage to help meet the City’s peak hourly water system demands, provide additional water capacity during emergencies such as fires, and to assist in providing improved water pressure to City customers. The proposed project would not change existing water demands or uses not already planned for and would not affect population growth either directly or indirectly. In addition operation and maintenance of the project would not result in any substantial increase in numbers of permanent workers/employees (i.e. no more than one employee to commute to the site on a regular basis after construction is complete). Implementation of the mitigation measures proposed in this Initial Study would reduce the project’s impacts to a less-than-significant level, further reducing the project’s contribution to environmental impacts to less than cumulatively considerable.

- c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

Less-than-Significant Impact. No project-related environmental effects were identified that would cause substantial adverse effects on human beings. This would be a less-than-significant impact.

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Appendix A

Air Quality and GHG Data

Urbemis 2007 Version 9.2.4

Summary Report for Annual Emissions (Tons/Year)

File Name: H:\WOODLAND-ISAir Quality\ConcreteTank_NoSoilHaul.urb924

Project Name: Woodland Water Tank

Project Location: Yolo County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (tons/year unmitigated)	0.10	0.84	0.47	0.00	0.16	0.05	0.21	0.03	0.04	0.08	100.61
2012 TOTALS (tons/year unmitigated)	0.08	0.65	0.43	0.00	0.00	0.04	0.04	0.00	0.03	0.03	82.87

Urbemis 2007 Version 9.2.4

Detail Report for Annual Construction Unmitigated Emissions (Tons/Year)

File Name: H:\WOODLAND-ISAir Quality\ConcreteTank_NoSoilHaul.urb924

Project Name: Woodland Water Tank

Project Location: Yolo County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

CONSTRUCTION EMISSION ESTIMATES (Annual Tons Per Year, Unmitigated)

[illegible]

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2012	0.08	0.65	0.43	0.00	0.00	0.04	0.04	0.00	0.03	0.03	82.87
Building 11/04/2011-06/15/2012	0.08	0.65	0.43	0.00	0.00	0.04	0.04	0.00	0.03	0.03	82.87
Building Off Road Diesel	0.08	0.64	0.32	0.00	0.00	0.04	0.04	0.00	0.03	0.03	71.65
Building Vendor Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Worker Trips	0.00	0.01	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.22
Coating 06/01/2012-06/29/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Phase Assumptions

Phase: Fine Grading 9/23/2011 - 11/4/2011 - Default Fine Site Grading Description

Total Acres Disturbed: 2.1

Maximum Daily Acreage Disturbed: 0.52

Fugitive Dust Level of Detail: Default

20 lbs per acre-day

On Road Truck Travel (VMT): 354.84

Off-Road Equipment:

1 Excavators (168 hp) operating at a 0.57 load factor for 8 hours per day

1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Trenching 9/23/2011 - 10/23/2011 - Type Your Description Here

Off-Road Equipment:

1 Excavators (168 hp) operating at a 0.57 load factor for 8 hours per day

1 Other General Industrial Equipment (238 hp) operating at a 0.51 load factor for 8 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 0 hours per day

Phase: Paving 10/21/2011 - 11/4/2011 - Default Paving Description

Acres to be Paved: 0.52

Off-Road Equipment:

4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day

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- 1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
- 1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 11/4/2011 - 6/15/2012 - Default Building Construction Description
Off-Road Equipment:

- 1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
- 2 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2012 - 6/29/2012 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 100
Rule: Residential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150

Urbemis 2007 Version 9.2.4

Summary Report for Winter Emissions (Pounds/Day)

File Name: H:\WOODLAND-ISAir Quality\ConcreteTank_NoSoilHaul.urb924

Project Name: Woodland Water Tank

Project Location: Yolo County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (lbs/day unmitigated)	6.42	50.15	29.73	0.02	10.47	3.05	13.53	2.20	2.80	5.00	5,986.16
2012 TOTALS (lbs/day unmitigated)	1.40	10.81	7.10	0.00	0.01	0.63	0.64	0.00	0.58	0.58	1,381.20

Urbemis 2007 Version 9.2.4

Detail Report for Winter Construction Unmitigated Emissions (Pounds/Day)

File Name: H:\WOODLAND-ISAir Quality\ConcreteTank_NoSoilHaul.urb924

Project Name: Woodland Water Tank

Project Location: Yolo County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

CONSTRUCTION EMISSION ESTIMATES (Winter Pounds Per Day, Unmitigated)

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10 Total</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5 Total</u>	<u>CO2</u>
Time Slice 9/23/2011-10/20/2011	4.20	38.23	19.05	0.02	10.46	1.88	12.34	2.19	1.73	3.92	4,635.16
Active Days: 20											
Fine Grading 09/23/2011-11/04/2011	2.90	26.81	13.48	0.01	10.46	1.36	11.82	2.19	1.25	3.44	3,390.97
Fine Grading Dust	0.00	0.00	0.00	0.00	10.40	0.00	10.40	2.17	0.00	2.17	0.00
Fine Grading Off Road Diesel	2.28	17.77	9.48	0.00	0.00	1.03	1.03	0.00	0.95	0.95	1,860.21
Fine Grading On Road Diesel	0.59	8.99	2.99	0.01	0.05	0.33	0.38	0.02	0.30	0.32	1,428.58
Fine Grading Worker Trips	0.03	0.05	1.01	0.00	0.00	0.00	0.01	0.00	0.00	0.00	102.18
Trenching 09/23/2011-10/23/2011	1.30	11.42	5.58	0.00	0.00	0.52	0.52	0.00	0.48	0.48	1,244.18
Trenching Off Road Diesel	1.27	11.38	4.82	0.00	0.00	0.52	0.52	0.00	0.48	0.48	1,167.55
Trenching Worker Trips	0.02	0.04	0.76	0.00	0.00	0.00	0.01	0.00	0.00	0.00	76.63

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Time Slice 10/21/2011-10/21/2011	6.22	49.93	27.85	0.02	10.47	2.88	13.35	2.20	2.65	4.84	5,849.23
Active Days: 1											
Asphalt 10/21/2011-11/04/2011	2.03	11.70	8.79	0.00	0.01	0.99	1.00	0.00	0.91	0.92	1,214.08
Paving Off-Gas	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	1.83	11.26	6.91	0.00	0.00	0.98	0.98	0.00	0.90	0.90	979.23
Paving On Road Diesel	0.02	0.35	0.12	0.00	0.00	0.01	0.01	0.00	0.01	0.01	56.04
Paving Worker Trips	0.06	0.09	1.77	0.00	0.01	0.00	0.01	0.00	0.00	0.01	178.81
Fine Grading 09/23/2011-11/04/2011	2.90	26.81	13.48	0.01	10.46	1.36	11.82	2.19	1.25	3.44	3,390.97
Fine Grading Dust	0.00	0.00	0.00	0.00	10.40	0.00	10.40	2.17	0.00	2.17	0.00
Fine Grading Off Road Diesel	2.28	17.77	9.48	0.00	0.00	1.03	1.03	0.00	0.95	0.95	1,860.21
Fine Grading On Road Diesel	0.59	8.99	2.99	0.01	0.05	0.33	0.38	0.02	0.30	0.32	1,428.58
Fine Grading Worker Trips	0.03	0.05	1.01	0.00	0.00	0.00	0.01	0.00	0.00	0.00	102.18
Trenching 09/23/2011-10/23/2011	1.30	11.42	5.58	0.00	0.00	0.52	0.52	0.00	0.48	0.48	1,244.18
Trenching Off Road Diesel	1.27	11.38	4.82	0.00	0.00	0.52	0.52	0.00	0.48	0.48	1,167.55
Trenching Worker Trips	0.02	0.04	0.76	0.00	0.00	0.00	0.01	0.00	0.00	0.00	76.63
Time Slice 10/24/2011-11/3/2011	4.93	38.52	22.27	0.02	10.47	2.36	12.82	2.19	2.17	4.36	4,605.05
Active Days: 9											
Asphalt 10/21/2011-11/04/2011	2.03	11.70	8.79	0.00	0.01	0.99	1.00	0.00	0.91	0.92	1,214.08
Paving Off-Gas	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	1.83	11.26	6.91	0.00	0.00	0.98	0.98	0.00	0.90	0.90	979.23
Paving On Road Diesel	0.02	0.35	0.12	0.00	0.00	0.01	0.01	0.00	0.01	0.01	56.04
Paving Worker Trips	0.06	0.09	1.77	0.00	0.01	0.00	0.01	0.00	0.00	0.01	178.81
Fine Grading 09/23/2011-11/04/2011	2.90	26.81	13.48	0.01	10.46	1.36	11.82	2.19	1.25	3.44	3,390.97
Fine Grading Dust	0.00	0.00	0.00	0.00	10.40	0.00	10.40	2.17	0.00	2.17	0.00
Fine Grading Off Road Diesel	2.28	17.77	9.48	0.00	0.00	1.03	1.03	0.00	0.95	0.95	1,860.21
Fine Grading On Road Diesel	0.59	8.99	2.99	0.01	0.05	0.33	0.38	0.02	0.30	0.32	1,428.58
Fine Grading Worker Trips	0.03	0.05	1.01	0.00	0.00	0.00	0.01	0.00	0.00	0.00	102.18

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Time Slice 11/4/2011-11/4/2011	<u>6.42</u>	<u>50.15</u>	<u>29.73</u>	<u>0.02</u>	<u>10.47</u>	<u>3.05</u>	<u>13.53</u>	<u>2.20</u>	<u>2.80</u>	<u>5.00</u>	<u>5,986.16</u>
Active Days: 1											
Asphalt 10/21/2011-11/04/2011	2.03	11.70	8.79	0.00	0.01	0.99	1.00	0.00	0.91	0.92	1,214.08
Paving Off-Gas	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving Off Road Diesel	1.83	11.26	6.91	0.00	0.00	0.98	0.98	0.00	0.90	0.90	979.23
Paving On Road Diesel	0.02	0.35	0.12	0.00	0.00	0.01	0.01	0.00	0.01	0.01	56.04
Paving Worker Trips	0.06	0.09	1.77	0.00	0.01	0.00	0.01	0.00	0.00	0.01	178.81
Building 11/04/2011-06/15/2012	1.49	11.64	7.46	0.00	0.01	0.69	0.70	0.00	0.64	0.64	1,381.11
Building Off Road Diesel	1.43	11.54	5.61	0.00	0.00	0.69	0.69	0.00	0.63	0.63	1,194.17
Building Vendor Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Worker Trips	0.06	0.10	1.85	0.00	0.01	0.00	0.01	0.00	0.00	0.01	186.94
Fine Grading 09/23/2011-11/04/2011	2.90	26.81	13.48	0.01	10.46	1.36	11.82	2.19	1.25	3.44	3,390.97
Fine Grading Dust	0.00	0.00	0.00	0.00	10.40	0.00	10.40	2.17	0.00	2.17	0.00
Fine Grading Off Road Diesel	2.28	17.77	9.48	0.00	0.00	1.03	1.03	0.00	0.95	0.95	1,860.21
Fine Grading On Road Diesel	0.59	8.99	2.99	0.01	0.05	0.33	0.38	0.02	0.30	0.32	1,428.58
Fine Grading Worker Trips	0.03	0.05	1.01	0.00	0.00	0.00	0.01	0.00	0.00	0.00	102.18
Time Slice 11/7/2011-12/30/2011	1.49	11.64	7.46	0.00	0.01	0.69	0.70	0.00	0.64	0.64	1,381.11
Active Days: 40											
Building 11/04/2011-06/15/2012	1.49	11.64	7.46	0.00	0.01	0.69	0.70	0.00	0.64	0.64	1,381.11
Building Off Road Diesel	1.43	11.54	5.61	0.00	0.00	0.69	0.69	0.00	0.63	0.63	1,194.17
Building Vendor Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Worker Trips	0.06	0.10	1.85	0.00	0.01	0.00	0.01	0.00	0.00	0.01	186.94
Time Slice 1/2/2012-5/31/2012	<u>1.40</u>	<u>10.81</u>	<u>7.10</u>	<u>0.00</u>	<u>0.01</u>	<u>0.63</u>	<u>0.64</u>	<u>0.00</u>	<u>0.58</u>	<u>0.58</u>	<u>1,381.20</u>
Active Days: 109											
Building 11/04/2011-06/15/2012	1.40	10.81	7.10	0.00	0.01	0.63	0.64	0.00	0.58	0.58	1,381.20
Building Off Road Diesel	1.35	10.72	5.40	0.00	0.00	0.62	0.62	0.00	0.57	0.57	1,194.17
Building Vendor Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Worker Trips	0.05	0.09	1.70	0.00	0.01	0.01	0.01	0.00	0.00	0.01	187.03

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Time Slice 6/1/2012-6/15/2012	<u>1.40</u>	<u>10.81</u>	<u>7.10</u>	<u>0.00</u>	<u>0.01</u>	<u>0.63</u>	<u>0.64</u>	<u>0.00</u>	<u>0.58</u>	<u>0.58</u>	<u>1,381.20</u>
Active Days: 11											
Building 11/04/2011-06/15/2012	1.40	10.81	7.10	0.00	0.01	0.63	0.64	0.00	0.58	0.58	1,381.20
Building Off Road Diesel	1.35	10.72	5.40	0.00	0.00	0.62	0.62	0.00	0.57	0.57	1,194.17
Building Vendor Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Worker Trips	0.05	0.09	1.70	0.00	0.01	0.01	0.01	0.00	0.00	0.01	187.03
Coating 06/01/2012-06/29/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 6/18/2012-6/29/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Active Days: 10											
Coating 06/01/2012-06/29/2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Phase Assumptions

Phase: Fine Grading 9/23/2011 - 11/4/2011 - Default Fine Site Grading Description

Total Acres Disturbed: 2.1

Maximum Daily Acreage Disturbed: 0.52

Fugitive Dust Level of Detail: Default

20 lbs per acre-day

On Road Truck Travel (VMT): 354.84

Off-Road Equipment:

- 1 Excavators (168 hp) operating at a 0.57 load factor for 8 hours per day
- 1 Graders (174 hp) operating at a 0.61 load factor for 6 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day
- 1 Water Trucks (189 hp) operating at a 0.5 load factor for 8 hours per day

Phase: Trenching 9/23/2011 - 10/23/2011 - Type Your Description Here

Off-Road Equipment:

- 1 Excavators (168 hp) operating at a 0.57 load factor for 8 hours per day
- 1 Other General Industrial Equipment (238 hp) operating at a 0.51 load factor for 8 hours per day
- 1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 0 hours per day

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Phase: Paving 10/21/2011 - 11/4/2011 - Default Paving Description

Acres to be Paved: 0.52

Off-Road Equipment:

4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day

1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day

1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 11/4/2011 - 6/15/2012 - Default Building Construction Description

Off-Road Equipment:

1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day

2 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day

1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2012 - 6/29/2012 - Default Architectural Coating Description

Rule: Residential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 100

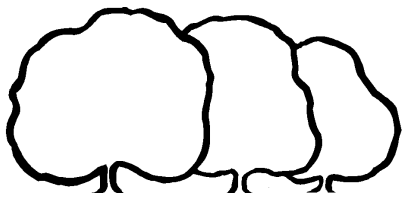
Rule: Residential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 150

GHG Emissions from Electricity Consumption

MWh/yr	Region	Emission Factor (MT CO2/MWh)	Total CO2e(Metric Tons/year)
166.800	PG&E	0.291	48.5



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Written Response to the Yolo County Grand Jury on Response Billing

Report in Brief

On June 2, 2009 the Woodland City Council approved an urgency ordinance and service agreement to implement fire department response billing. This new program began on July 1, 2009 and has been in effect since that time. In December 2010 the Interim Fire Chief was contacted by the Yolo County Grand Jury to discuss and to further investigate this program. The Grand Jury published their findings on June 30, 2011 requiring a formal written response within 90 days. The attached letter of response was developed by the City Attorney and reviewed by the Public Safety Chief and Deputy Fire Chief and is submitted for the City Council's approval as the City's official response to the findings of the Grand Jury's investigation.

The letter states, in part, that while the City welcomes and appreciates the Grand Jury's interest in the response billing program, the City respectfully disagrees with six of the seven findings. In addition, the specific responses to the Grand Jury's recommendations may or may not result in any substantive changes to the current program.

While staff continues to support response billing, members of the City Council have expressed some concerns regarding whether or not the program should continue. In recognition of these concerns, the City Attorney has drafted an ordinance for introduction on September 6 that would repeal Sections 9-12 and 9-13 of the Municipal Code related to user fees for emergency services. If the Council wishes to introduce this ordinance, the Council should also direct staff to provide 30 days written notice to the response billing contractor, Fire Recovery USA (FRUSA) to cancel the program, as required by the City's agreement with the company. The timing of the cancellation notice would be coordinated with the effective date of the ordinance if the City Council elects to approve this alternative.

Staff recommends that the City Council approve the attached letter as the City's official response to the Grand Jury and authorize the Mayor sign the letter on behalf of the City.

Background

Through the City Council's adoption of the urgency ordinance and a service agreement to implement fire response billing, the Fire Department contracts with FRUSA, a California limited liability company based in Roseville to bill insurance companies representing "at-fault" parties. The emergency responses include incidents such as motor-vehicle accidents, vehicle fires, structure fires, hazardous materials incidents, pipeline breaks, bomb scares, and fire investigations. The Fire Department has been submitting billing information to FRUSA since July 2009 and collected \$21,023 during FY 2011.

The Interim Fire Chief was contacted by the Yolo County Grand Jury in December 2010 asking to meet and discuss this program and process. In December 2010 through February 2011 there were numerous meetings between the Grand Jury and Fire Department staff to gather documentation and information on the program.

Upon the conclusion of their investigation, the Yolo County Grand Jury published their Final Report on June 30, 2011 wherein they described the reason for their investigation, the actions they took, and their determinations. In that report they revealed their findings, made their recommendations and requested a response from the Woodland City Council within 90 days of June 30. The letter attached addressed to the Yolo County Superior Court, as written by the City Attorney, contains the City's responses to the Grand Jury's findings. This letter has been reviewed and approved by the Public Safety Chief and Deputy Fire Chief, and once reviewed and approved by the City Council, will need to be signed and delivered by staff to the Superior Court.

Discussion

The Yolo County Grand Jury initiated an investigation in December 2010 into the Fire Department's ongoing response billing program. This was the second investigation conducted by the Yolo County Grand Jury of the Fire Department's response billing program. Under the authority of Penal Code Section 925(a), the Grand Jury exercised their right to "examine the books and records of any incorporated city or joint powers agency in the county, and to report upon the operations, accounts, and records of the officers, departments, functions and methods or system of performing the duties of any such city or joint powers agency". The 2010-2011 Grand Jury determined an additional investigation was warranted due to the City of Woodland disagreeing with much of the previous Grand Jury's concerns about the program.

Through interviews with staff, and their review of documents pertinent to the billing program, the Grand Jury filed their findings, recommendations, and requests for a response. This report is included as Attachment No. 1. The findings and recommendations are summarized as follows:

Findings

- F-1** City Ordinance No. 1506 deprives “responsible” parties of their due process rights, as the billing process does not provide proper notice or a formal method of contesting findings of responsibility.
- F-2** “Responsible” parties are treated inequitably, depending upon their insurance coverage.
- F-3** Billings are linked to insurance policy language.
- F-4** City Ordinance No. 1506 is a form of double taxation for Woodland property taxpayers.
- F-5** The FRUSA contract has not met its financial goals.
- F-6** Record-keeping by both FRUSA and WFD is inadequate and is not auditable.
- F-7** The time it takes WFD personnel to gather and submit pertinent data does not make economic sense given the important public safety demands on their time.

Recommendations

- R-1** Repeal City Ordinance No. 1506 or discontinue its enforcement.

Request for Response

- From the Woodland City Council (Findings F-1 through F-7; Recommendations R-1)

The letter addressed to the Yolo County Superior Court developed by the City Attorney is included as Attachment No. 2. This response must be approved by the City Council prior to sending to the Superior Court as the City’s official response. The most pertinent elements of the City’s response to the Findings and Recommendations are summarized in the following section.

Response to Grand Jury Findings

- F-1. City Ordinance No. 1506 deprives “responsible” parties of their due process rights, as the billing process does not provide proper notice or a formal method of contesting findings of responsibility.**

Summary Response: The City respectfully disagrees with this finding. Ordinance No. 1506 complies with all applicable constitutional requirements.

- F-2. “Responsible” parties are treated inequitably, depending on their insurance coverage.**

Summary Response: The City respectfully disagrees with this finding in part. The City agrees that Ordinance No. 1506 differentiates between responsible parties with and without insurance coverage. However, this distinction is not “inequitable” or otherwise improper. The City Council has the clear authority to rationally differentiate between those with and without coverage. Only billing parties with insurance coverage allows the City to target the responsible party without charging him or her directly. This process has a much higher collection rate and charges the fee against an insurance

policy that, in many cases, covers these costs with no adverse affect to the policyholder.

Moreover, this finding ignores an important fact. The vast majority of drivers and property owners have insurance. In fact, vehicle insurance is legally required. Lastly, the City believes that it is important to reiterate a major policy basis for this arrangement. As noted on the City's website, the City fears that directly billing responsible parties will disproportionately affect the elderly population, especially those a fixed income, who would likely feel compelled to "help those nice firefighters."¹

F-3. Billings are linked to insurance policy language.

Summary Response: The City respectfully disagrees with this finding. Billings are not "linked" to insurance policy language. Pursuant to Ordinance No. 1506 and the City's agreement with its billing contractor, Fire Recovery USA ("FRUSA"), the City charges responsible parties' insurance carriers for emergency services. However, the City does not, and frankly is unable to, review a responsible party's insurance policy language before charging fees. As such, the City does not "link" any billings to specific policy language.

Of course, the City does not dispute that insurance carriers may be more or less likely to pay fees based on whether or not the services provided are covered by an individual policy. However, the City does not "link" billings to insurance policy language. Rather, it charges the responsible party's insurance carrier for the emergency services that were provided.

F-4. City Ordinance No. 1506 is a form of double taxation for Woodland property taxpayers.

Summary Response: The City respectfully disagrees with this finding. Ordinance No. 1506 imposes a user fee; it does not impose a tax. As a general rule, the difference between a user fee and a tax is that a user fee is a charge for a service that does not exceed the reasonable cost of providing that service. In this case, Ordinance No. 1506 charges responsible parties for receiving emergency response services. The fees do not exceed the City's costs of providing these services. Therefore, Ordinance No. 1506 does not impose a tax.

F-5. The FRUSA contract has not met its financial goals.

Summary Response: The City agrees with this finding. The City has not received the expected amount of revenue from the program. Of course, and as noted in the City response to the Grand Jury's previous report on Ordinance No. 1506, there is very little the City can do to increase the revenue generated by the program. The City cannot charge fees that exceed the City's costs of providing emergency responses by its Fire Department.

¹ See http://cityofwoodland.com/gov/depts/fire/fire_response_billing/default.asp.

F-6. Record-keeping by both FRUSA and WFD is inadequate and is not auditable.

Summary Response: The City respectfully disagrees with this finding. Both the City and FRUSA maintain adequate and appropriate records. Moreover, all City departments, including the Woodland Fire Department, conduct and are subject to regular audits. In addition, the City is entitled to audit FRUSA's records regarding the program.

F-7. The time it takes WFD personnel to gather and submit pertinent data does not make economic sense given the important public safety demands on their time.

Summary Response: The City respectfully disagrees with this finding for two reasons. First, the City disagrees with this finding because the Grand Jury's admittedly cursory review actually demonstrates a net economic benefit of the program. Given the City's budget difficulties, any net monetary gain from the program helps ensure that the City can continue to provide a first rate Fire Department. Second, the City disagrees with this finding because the Grand Jury's \$100 per incident cost is not documented or otherwise supportable by any information or calculations. It appears to be a guess at the per incident cost of the program. While the City understands and appreciates that the Grand Jury has limited time and information, the City believes that \$100 per incident is an overestimation of the program's true cost. Given that City staff collects and documents emergency response information for other necessary purposes, any City staff time spent collecting FRUSA-specific information is de minimis. Accordingly, the actual economic benefit of the program is much greater than that estimated by the Grand Jury

Response to Grand Jury Recommendations

R1. Repeal City Ordinance No. 1506 or discontinue its enforcement.

Response: The City Council is currently reviewing Ordinance No. 1506 and will determine whether or not Ordinance No. 1506 should be modified or repealed at the conclusion of that process.

Timing: In progress with a decision expected shortly.

In association with the final element of the City Attorney's letter, Attachment No. 3 is a draft ordinance that would repeal Sections 9-12 and 9-13 of the Municipal Code, effectively cancelling the City's legal authority to continue response billing. The draft ordinance has been presented in response to comments from Council members regarding whether or not the response billing program should be continued. These comments which have been directed to the City Manager following publishing of the Grand Jury's findings include the following concerns:

- Other cities that had previously implemented this program have discontinued it in response to citizen concerns and negative publicity;
- Most citizens, when asked, continue to express a lack of support for the program;
- The Grand Jury appears poised to continue investigating the program as a strategy to force the City to abandon it;

- The program was introduced during a period of severe fiscal challenges and the income generated is falling short of expectations.

As stated previously herein, staff continues to support the program for the reasons that were embedded in the City Attorney's response to the Grand Jury. Staff believes that the experience of other cities should not dictate the actions that should be implemented in Woodland. While the program has not generated the income expected when it was implemented in FY 2010, the estimated FY 2012 income of \$40,000 is still significant and has a favorable impact on the Fire Department budget. If the program is discontinued, staff would need to adjust General Fund expenditures by an equal amount in order to maintain a balanced FY 2012 budget and 10-year Financial Plan. Failure to take such action would be an example of an incremental decision that could unwind the hard work that has been completed to facilitate the City's long range fiscal stability. While the Grand Jury may continue to investigate the program, they have not presented any finding that would legally compel the City to discontinue the program. In fact, staff believes the Grand Jury has overstated the City's cost without any supporting facts in an attempt to present the program in a negative manner.

Attachment No. 4 is a letter dated August 4, 2011 from FRUSA CEO Craig Nadler. The City Council has already been provided with copies of this letter and it is provided as an attachment to this report as a courtesy for the Council's reference.

Regardless of the staff position, an alternative action for Council consideration has been provided wherein the ordinance described herein could be introduced during the September 6 meeting. Once introduced, the ordinance would become effective within a time frame that would allow the City to formally notify FRUSA that the current contract would be terminated within the 30 day cancellation period.

Fiscal Impact

Estimated Revenue for FY 2012 is \$40,000. As stated herein, discontinuing the program will require a corresponding General Fund expenditure reduction in order to maintain a balanced General Fund. The actual adjustment would be presented to the City Council at a later date, likely as part of the mid-year adjustments in January or February 2012.

Alternative Courses of Action

1. Approve the attached letter as the City's official response to the Grand Jury and authorize the Mayor to sign the letter on behalf of the City and direct staff to continue contract with FRUSA for response billing.
2. Approve the attached letter as the City's official response to the Grand Jury, authorize the Mayor to sign the letter on behalf of the City, waive first reading and read by title only Ordinance No. ___, an ordinance of the City Council repealing Sections 9-12 and 9-13 of the

Municipal Code related to user fees for emergency services, and direct staff to provide FRUSA with a notice of termination.

3. Reject the letter as written and provide specific guidance to staff in order to draft a new letter for consideration on September 20.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Rick Sander
Deputy Fire Chief

Mark G. Deven
City Manager

Attachment No 1: 2010/2011 Yolo County Grand Jury Final Report
Attachment No. 2: Written response to the Yolo County Superior Court
Attachment No. 3: Draft ordinance to Repeal Sections 9-12 and 9-13 of the Municipal Code
Attachment No. 4: Letter from FRUSA CEO Craig Nadler

[place on City of Woodland letterhead]

August __, 2011

Honorable David W. Reed
Advising Judge to the Grand Jury
Superior Court of California, Yolo County
725 Court Street
Woodland, CA 95695

Re: City of Woodland Response to the 2010-2011 Grand Jury Report

Dear Judge Reed:

The City of Woodland has carefully reviewed and considered the Findings and Recommendation set forth in the “2010-2011 Yolo Grand Jury Final Report – Woodland Fire Department Emergency Services Fees.” This letter shall serve as the official response of the City Council of the City of Woodland (“City”) to the Findings and Recommendation of the Yolo County Grand Jury (“Grand Jury”).

FINDINGS

F1. City Ordinance No. 1506 deprives “responsible” parties of their due process rights, as the billing process does not provide proper notice or a formal method of contesting findings of responsibility.

The City respectfully disagrees with this finding. Ordinance No. 1506 complies with all applicable constitutional requirements.

F2. “Responsible” parties are treated inequitably, depending on their insurance coverage.

The City respectfully disagrees with this finding in part. The City agrees that Ordinance No. 1506 differentiates between responsible parties with and without insurance coverage. However, this distinction is not “inequitable” or otherwise improper. The City Council has the clear authority to rationally differentiate between those with and without coverage. Only billing parties with insurance coverage allows the City to target the responsible party without charging him or her directly. This process has a much higher collection rate and charges the fee against an insurance policy that, in many cases, covers these costs with no adverse affect to the policyholder.

Moreover, this finding ignores an important fact. The vast majority of drivers and property owners have insurance. In fact, vehicle insurance is legally required. Lastly, the City believes that it is important to reiterate a major policy basis for this arrangement. As noted on the City’s website, the City fears that directly billing responsible parties will disproportionately affect the elderly population, especially those a fixed income, who would likely feel compelled

to “help those nice firefighters.”¹

F3. Billings are linked to insurance policy language.

The City respectfully disagrees with this finding. Billings are not “linked” to insurance policy language. Pursuant to Ordinance No. 1506 and the City’s agreement with its billing contractor, Fire Recovery USA (“FRUSA”), the City charges responsible parties’ insurance carriers for emergency services. However, the City does not, and frankly is unable to, review a responsible party’s insurance policy language before charging fees. As such, the City does not “link” any billings to specific policy language.

Of course, the City does not dispute that insurance carriers may be more or less likely to pay fees based on whether or not the services provided are covered by an individual policy. However, the City does not “link” billings to insurance policy language. Rather, it charges the responsible party’s insurance carrier for the emergency services that were provided.

F4. City Ordinance No. 1506 is a form of double taxation for Woodland property taxpayers.

The City respectfully disagrees with this finding. Ordinance No. 1506 imposes a user fee; it does not impose a tax. As a general rule, the difference between a user fee and a tax is that a user fee is a charge for a service that does not exceed the reasonable cost of providing that service. In this case, Ordinance No. 1506 charges responsible parties for receiving emergency response services. The fees do not exceed the City’s costs of providing these services. Therefore, Ordinance No. 1506 does not impose a tax.

F5. The FRUSA contract has not met its financial goals.

The City agrees with this finding. The City has not received the expected amount of revenue from the program. Of course, and as noted in the City response to the Grand Jury’s previous report on Ordinance No. 1506, there is very little the City can do to increase the revenue generated by the program. The City cannot charge fees that exceed the City’s costs of providing emergency responses by its Fire Department.

F6. Record-keeping by both FRUSA and WFD is inadequate and is not auditable.

The City respectfully disagrees with this finding. Both the City and FRUSA maintain adequate and appropriate records. Moreover, all City departments, including the Woodland Fire Department, conduct and are subject to regular audits. In addition, the City is entitled to audit FRUSA’s records regarding the program.

F7. The time it takes WFD personnel to gather and submit pertinent data does not make economic sense given the important public safety demands on their time.

The City respectfully disagrees with this finding for two reasons. First, the City

¹ See http://cityofwoodland.com/gov/depts/fire/fire_response_billing/default.asp.

disagrees with this finding because the Grand Jury's admittedly cursory review actually demonstrates a net economic benefit of the program. Given the City's budget difficulties, any net monetary gain from the program helps ensure that the City can continue to provide a first rate Fire Department. Second, the City disagrees with this finding because the Grand Jury's \$100 per incident cost is not documented or otherwise supportable by any information or calculations. It appears to be a guess at the per incident cost of the program. While the City understands and appreciates that the Grand Jury has limited time and information, the City believes that \$100 per incident is an overestimation of the program's true cost. Given that City staff collects and documents emergency response information for other necessary purposes, any City staff time spent collecting FRUSA-specific information is de minimis. Accordingly, the actual economic benefit of the program is much greater than that estimated by the Grand Jury

RECOMMENDATIONS.

R1. Repeal City Ordinance No. 1506 or discontinue its enforcement.

Response: The City Council is currently reviewing Ordinance No. 1506 and will determine whether or not Ordinance No. 1506 should be modified or repealed at the conclusion of that process.

Timing: In progress with a decision expected shortly.

CONCLUSION

The City welcomes and appreciates the Grand Jury's interest in the City's user fee program for emergency services. The City is confident that this letter effectively addresses the concerns raised in the 2010-2011 Yolo County Grand Jury Report.

Very truly yours,

Art Pimentel, Mayor

City of Woodland

Cc: Members of the Woodland City Council
Kathleen Jean Stock, Foreperson

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA REPEALING SECTIONS 9-12 AND 9-13 OF THE WOODLAND MUNICIPAL CODE RELATED TO USER FEES FOR EMERGENCY SERVICES

WHEREAS, the City Council of the City of Woodland adopted Ordinance No. 1506 authorizing the establishment of and imposing user fees for specified emergency response services (“User Fees”);

WHEREAS, the City Council no longer desires to impose and collect the User Fees; and

WHEREAS, City Council wishes to repeal the applicable portions of Ordinance No. 1506 and otherwise discontinue the imposition and collection of the User Fees;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Repeal. Sections 9-12 and 9-13 of the Woodland Municipal Code are hereby repealed and of no further force or effect.

Section 3. Repeal. The schedule of fees adopted pursuant to Section 4 of Ordinance No. 1506 is hereby repealed and of no further force or effect.

Section 4. Further Efforts. The City Manager is hereby authorized and directed to take any and all actions necessary to cease the continued imposition and collection of the User Fees, including, but not limited to, terminating any agreements with third party collection vendors. Notwithstanding the foregoing, any User Fees imposed prior to the effective date of this Ordinance shall remain valid and any outstanding amounts owed to the City or any third party collection vendor on the City’s behalf for such fees may be billed and collected as permitted by applicable law.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6. Effective Date and Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post

a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this _____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Art Pimentel
Mayor

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Andrew Morris
City Attorney

82093.00008\6852016.1



FIRE RECOVERY USA^{LLC}

August 11, 2011

Mayor Art Pimentel
City Council Members
City of Woodland
300 First Street
Woodland, CA 95695

Dear Mayor Pimentel and Council Members:

It has come to our attention the Woodland City Council may be addressing the City's ordinance dealing with emergency services billing at its September 6, 2011 meeting. Fire Recovery USA, LLC is the City's vendor for processing and billing these emergency services. As your vendor we feel it is important for the Council to fully understand the program we administer on behalf of your fire department.

The general public seems to have a complete misunderstanding of the program you adopted as evidenced by a recent piece done by the Sacramento area CBS television affiliate and comments from the Yolo Grand Jury.

Hopefully, this letter will serve to address some of those issues.

First, the web-based system we developed for tracking the processing and reporting of claims on behalf of our fire department clients was designed with complete transparency in mind. Your fire department personnel have 24 hour a day 365 day a year access to all details related to every run sent to us for processing. These details include the status of each run, date stamps and notes describing the work done by our processors each time they touch one of your runs and a complete accounting for those runs for which payment has been received. We welcome a full audit of our accounting records by qualified personnel as we vehemently dispute the Yolo Grand Jury's allegation our record keeping is inadequate and not auditable. In fact, attached you will find a complete record of each of the 288 runs sent to us for processing as of July 29, 2011, which is also readily available through our website.

Second, we believe you should fully understand the nature of runs being submitted on your behalf. By reviewing the complete record of your paid runs it is apparent most claims (over 97%) are filed for less than \$500. So, those inferring Woodland residents are routinely billed up to \$2,500 are simply being alarmists. You did have one claim that resulted in a collection of \$3,300 which was paid by PG&E. It took PG&E 1 ½ hours to respond to a call for a downed power line which in turn caused a structure fire. After dealing with the fire, the Woodland Fire Department prudently stayed on scene to assure no further

219 Vernon Street
Roseville, CA 95678

damage was done until PG&E arrived to repair the downed power line. We believe this is cost recovery at its best--as the Woodland tax payers did not have to subsidize the costs associated with PG&E's issue.

We have reviewed your 149 paid runs and determined approximately 142 of those runs were related to automobile accidents. In each instance, we filed a claim with the responsible party's insurance company and established a basis for the claim resulting in payment. In these cases, the responsible party paid for insurance to cover damages caused by their negligence. The City of Woodland pursued that coverage and obtained compensation for the City's cost of response. This is not double taxation rather those tax-paying citizens of Woodland not responsible for the accident did not have to subsidize the cost of the fire department's response and the dollars collected can offset the City's costs. Additionally, these at fault parties paid for insurance to cover such costs and if the City of Woodland does not pursue those readily available dollars they are leaving those dollars in the hands of the insurance companies (profits) to the detriment of Woodland taxpayers as a whole.

Third, the argument is generally proffered that because Woodland is filing claims against at-fault drivers all drivers in the area may see their insurance premiums increased. Based on our research there is no merit to this claim. The at-fault person may well see their insurance rates go up because their negligence caused the accident, but other local drivers will not see rates increase. To our knowledge (we deal with over 225 departments in 31 states) there has never been a factual study demonstrating insurance rates have increased as the result of emergency service billing. All such claims are heresy and scare tactics used by the insurance industry.

The City has presented numerous runs that have not been pursued because the at-fault driver did not have insurance coverage in force as of the date of their accident. Emergency service billing programs cannot be held responsible for those who break the law. Hopefully, in those instances where drivers did not have insurance coverage the operation of California law took place and those individuals were fined and otherwise held accountable for their discretion.

Approximately seven of Woodland's paid runs were related to structure fires. Although not commonly known, many homeowner and commercial insurance policies provide what is called a "fire department emergency service" provision. This provision states the insurance company will pay (usually somewhere between \$500 and \$1,000) for a fire department to respond to the insured property to protect it from harm. As in the case of auto insurance, policy holders are paying for this coverage, but cities and their fire departments have not been availing themselves of this coverage. So, instead of collecting on this readily available coverage (profits to the insurance companies) cities and counties are asking their tax-paying citizens to shoulder these costs. This is not double taxation--it is a disservice to its tax-paying constituents for a city not to seek reimbursement for these costs as they are covered by insurance.

Fourth, while the amount recouped by the City of Woodland hasn't reached original expectations, Fire Recovery's performance exceeded expectations and resulted in us earning a bonus. Fire Recovery's contract with the City of Woodland contained a "favored nation" clause. Therefore, when Fire Recovery entered into a contract with a fire department under more favorable terms than originally provided to

the City of Woodland, Fire Recovery honored that clause and provided those terms to the City. Per those terms, instead of earning 20% of any collections Fire Recovery would earn only 17% unless after a six month term collections exceeded 65% of billable runs. Fire Recovery's collection percentage for Woodland has historically exceeded 80% and therefore, after the six month probationary term Fire Recovery's share increased to and has remained at 20%.

While Fire Recovery has collected over \$73,000 from emergency service billing for the City, the reason Woodland has not enjoyed the projected levels of cost recovery to date is directly tied to run volume. We have included a Historical Run Volume by month schedule for the City of Woodland. This report shows a disappointing number of run submittals especially in recent months. Unfortunately, your fire department has encountered various challenges to this program ranging from the insurance industry to the Yolo Grand Jury which we believe has dampened your department's enthusiasm for the program. If the fire department received the City Council's full endorsement we believe this program would be more in line with its original projected benefit.

Finally, the City of Woodland is acting within its full legal authority to implement a cost recovery program. While there was a recent effort in the California Senate to pass legislation denying local governments the opportunity to pursue emergency cost recovery, it was soundly defeated by a 5-1 vote and did not make it out of its originating committee. This conclusively demonstrates the state legislature believes the decision on whether to adopt cost recovery programs rightly resides in the hands of local jurisdictions, like the City of Woodland.

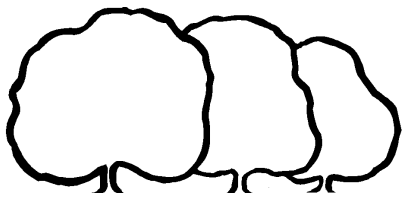
We realize emergency cost recovery has received its share of negative attention in recent months. However, the positive attention goes largely unnoticed. The following are some excerpts from a recent article in the Auburn Journal concerning Placer County, California: "Placer County is keeping its ... non-resident accident fee. Supervisors initially approved an agreement in spring 2010 with Fire Recovery USA to recover costs from insurance policies of at-fault, non-resident drivers in incidents Placer Fire responds to. That agreement was renewed this week and extended indefinitely on a 5-0 vote of the Board of Supervisors". Placer County's Assistant Director of Emergency Services Rui Cunha stated, "The professionalism displayed by Fire Recovery USA and their agents' accessibility and cooperative nature were helpful and are positive signs going forward".

Thank you for taking the time to read this letter and we hope we have provided information that will assist in your analysis of emergency cost recovery. Fire Recovery USA greatly appreciates the opportunity to be of service to the City of Woodland and we look forward to continuing in that role into the foreseeable future.

Sincerely,



Craig Nagler
CEO



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: Acquisition of New Woodland Partnership Parcel

Report in Brief

Earlier this year staff was approached by representatives of the New Woodland Partnership (NWP) regarding the City's interest in acquiring property owned by the group under what they believed would be favorable terms and conditions. Staff responded by engaging the NWP representatives in discussions to define the terms and reviewed the terms with the City Council in a closed session under property negotiations on February 15, 2011. As a result of those discussions and Council direction, NWP has proposed that the City may acquire the land at a cost of \$1,000 under terms and conditions defined in the Option to Purchase Agreement (Attachment No. 1) and Agreement for Purchase and Sale of Real Estate (Attachment No. 2). Staff believes these terms are very favorable to the City as the NWP land has potential value that far exceeds the agreed upon sales price.

Staff recommends that the City Council approve the Option to Purchase Agreement and the Agreement for the Purchase and Sale of Real Estate for the New Woodland Partnership property, APN 027-852-005, as described herein.

Background

NWP owns a 22 acre parcel immediately east of Costco and fronting Interstate 5 adjacent to the City limits. Over the last few years NWP has attempted to entitle the property for commercial retail purposes. These efforts have not been successful for various reasons. The most recent attempt to entitle the property was considered by the Planning Commission as a General Plan Petition in October 2010. A General Plan Petition requires the Planning Commission to make a "threshold decision" regarding a potential application before the project applicant spends additional time and resources in developing a full application. The "threshold decision" focuses on the likely success of the application based on the information presented to the Planning Commission. The Commission denied the application by a 6-1 vote. This action was the result of several environmental and site constraints that, in the Commission's view, caused them to conclude that the project was without merit.

Following the Planning Commission's action, NWP prepared an appeal for consideration by the City Council that was scheduled for December and then delayed to January 18, 2011 before being withdrawn. The requests to delay and ultimately to withdraw the appeal were generated by NWP.

Given the challenges associated with development of the site, City and NWP representatives have periodically held discussions beginning in late 2009 regarding the City's interest in the property. These discussions led to the City's commissioning of an appraisal in May 2010 which placed the value of the property at \$300,000. These early discussions did not result in the development of terms and conditions that staff believed would be favorable to the City.

In January 2011, following NWP's withdrawal of their appeal, City staff met with NWP representatives and received a proposal that would provide the land to the City under what staff believed would be favorable terms and conditions. Staff scheduled discussion of the proposal as property negotiations for the closed session on February 15, 2011 prior to taking any additional action. The Council directed staff to engage NWP in further discussions wherein the final terms and conditions of an acquisition would be defined.

The terms and conditions have now been defined and are incorporated into two documents that have been prepared for Council consideration. Attachment No. 1 is the Option to Purchase Agreement which will grant to the City the option to purchase the NWP property by meeting the option requirements that include formal notification of such interest and payment of the option price of \$1,000. Attachment No. 2 is the Agreement for Purchase and Sale of Real Estate which sets the terms and conditions of the actual purchase, including the price (\$1,000), closing date and other conditions.

Discussion

It is important to note that the terms and conditions of the Agreement for the Purchase and Sale of Real Estate do include the City's acknowledgment of NWP's desire to claim the transaction as a "bargain-sale for charitable purposes" per section 4.2 of the Agreement. This condition obligates the City to collaborate with NWP in the filing of certain Internal Revenue Service forms that document this transaction. In addition, the City will be required to pay any applicable taxes due at closing, such as County property taxes, and is taking possession of the property in its current condition. Based on all available research, the property has been primarily used for agricultural purposes.

Staff believes that the City's acquisition of the parcel will be beneficial to the City for several reasons. The location of the parcel near the Wastewater Treatment Plant suggests that it could be valuable for uses related to wastewater or water treatment. As an example, it could be a back-up site for the Water Treatment Plant needed for the Surface Water Project. If the City is successful in working with solar companies in developing sites for solar power plants, the parcel could be used to support this initiative either on an interim or permanent basis. Finally, the site may be valuable as a potential commercial retail location.

Use in association with City utilities, solar power or for commercial retail will require the City to annex the land. Staff will be reviewing options to annex the land which is immediately adjacent to the City limits east of the existing Costco facility on the south side of Interstate 5. Future development of the property as a commercial retail site will require a significant investment of resources to address the access and utility issues that impacted NWP's efforts to entitle such development.

The City's possession of the land will require annual operating costs that would include taxes and maintenance. Staff's estimate of these costs is approximately \$7,500 per year. Staff would review alternatives for funding these costs which will primarily depend on how the site will be used in the future. If it is determined that the site is not suitable for use in association with City utilities, the operating costs would need to be funded by the General Fund.

The attached agreements have been reviewed by the City Attorney and have been evaluated as fair and accurate documents for the purpose of facilitating the City's acquisition of the property. Public Works, Community Development and Economic Development staff has also been consulted in the course of reviewing the potential use and value of the property for the City.

Fiscal Impact

The cost to acquire the NWP property as described herein is \$1,000. There will be additional costs such as prorated taxes and other transactional costs that have not been determined at this time; however, staff believes those costs will be minor compared to the overall value of the property. As stated previously, a City funded appraisal of the property set the value at \$300,000 in May 2010. Annual operating costs, including property taxes, are estimated at \$7,500 annually. Depending on the potential use of the property, the annual operating costs will be funded out of the General Fund or one or both of the utility enterprise funds.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve the Option to Purchase Agreement and the Agreement for the Purchase and Sale of Real Estate for the New Woodland Partnership property, APN 027-852-005, as described herein.
2. Cease further consideration of the acquisition of the New Woodland Partnership property.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Mark G. Deven
City Manager

Attachment No. 1: Option to Purchase Agreement

Attachment No. 2: Agreement for the Purchase and Sale of Real Estate

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is made and entered into as of September __, 2011, by and between The New Woodland Partnership, a State of California partnership (the "Optionor") and the City of Woodland, California (the "Optionee").

RECITALS:

A. Optionor owns approximately 22 acres (APN: 027-852-005) of undeveloped land located just east of the Woodland City limits on the south side of Interstate 5 (the "Property").

B. Optionor and Optionee contemplate entering into an Agreement for Purchase and Sale of Real Estate (the "Purchase Agreement") substantially in the form attached hereto as Exhibit "A", pursuant to which Optionor will agree to transfer the Property to Optionee for the sum of \$1,000.00.

C. Optionor desires to grant, and Optionee desires to acquire, an option to purchase the Property, all on the terms, and subject to the conditions hereinafter set forth and as set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements, promises, and covenants herein set forth, the parties agree as follows:

SECTION 1. GRANT OF OPTION.

For consideration, the adequacy of which is hereby acknowledged by the parties, Optionor hereby grants to Optionee the option to purchase the Property at the time, for the consideration, and upon the terms and conditions hereinafter set forth (the "Option"):

1.1 Option Term. The Optionee may exercise the Option on or before September 30, 2011, by delivering written notice of Optionee's election to exercise to Optionor at the address provided in Section 5.7.

1.2 Option Price. The purchase price to be paid by Optionee to Optionor for the Property upon exercise of the Option shall be \$1,000.00 payable to Optionor as will be outlined in the Purchase Agreement.

SECTION 2. TITLE.

Optionee shall pay all costs related to transfer of title.

SECTION 3. DEED.

Conveyance shall be by Optionor's good and sufficient grant deed conveying the Property free and clear of all liens and encumbrances, subject only to non-delinquent real property taxes and items revealed in the preliminary title report to be provided by Optionor to

which Optionee does not timely object, and/or all liens or encumbrances suffered by or placed upon the Property by Optionee subsequent to the date of this Agreement.

SECTION 4. ACCEPTANCE BY OPTIONEE.

At closing of the option purchase, Optionee accepts the Property in its existing condition AS IS, including latent defects, without any representations or warranties from Optionor or any agent or representative of Optionor, expressed or implied, except to the extent expressly set forth in this Agreement. Optionee agrees that Optionee has ascertained, from sources other than Optionor or any agent or representative of Optionor, the condition of the Property and its suitability for Optionee's purposes, the applicable zoning, building, and other regulatory ordinances and laws, and the Optionee accepts the Property with full awareness of these ordinances and laws as they may affect the use or any intended future use of the Property, and Optionor has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

SECTION 5. MISCELLANEOUS PROVISIONS.

5.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior agreements and understandings of the parties in connection therewith. No covenants, representations, or conditions not expressed in this Agreement shall affect, or be effective to interpret, change, or restrict the expressed provisions of this Agreement.

5.2 Nonwaiver. Waiver by the parties of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the parties' rights to require strict performance of the same provision in the future or of any other provision.

5.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and their estates, heirs, legatees, successors and permitted assigns.

5.4 Assignment. This Agreement shall not be assignable in whole or in part by Optionee without the prior written consent of Optionor.

5.5 Attorney Fees. If any action, arbitration, or other proceeding involving a dispute between Optionor and Optionee is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney fees, whether for a City of Woodland attorney or outside legal counsel, expert witness fees, and costs to be determined by the court or arbitrator, including attorney fees and costs on any appeal.

5.6 Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of California.

5.7 Notice. All notices or other communications required or permitted under this Agreement must be in writing and must be sent by registered or certified mail, postage prepaid,

return receipt requested, which notice and communications will be deemed received three days after deposit in the United State mail, postage prepaid. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

If to Optionor: The New Woodland Partnership
Attn: _____
2100 Main Street, Suite 104
Irvine CA 92614

With a copy to: Frederick B. Sainick, Esq.
Sainick & Whitney
190 Newport Center Drive 2nd Floor
Newport Beach CA 92660

If to Optionee: City of Woodland, California
300 First Street
Woodland CA 95695
Attn: City Manager

With a copy to: Andrew Morris, Esq.
Best, Best & Krieger LLP
400 Capital Mall, Suite 1650
Sacramento CA 95814

5.8 Amendments. This Agreement may not be altered or amended except by a writing signed by each of the parties hereto.

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

OPTIONOR:
The New Woodland Partnership

By: _____
Its: _____

OPTIONEE:
The City of Woodland, California

By: _____
Its: _____

**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made and entered into as of September ____, 2011, by and between The New Woodland Partnership, a State of California partnership ("Seller") and the City of Woodland, California (the "Buyer").

RECITALS:

A. Seller is the owner of approximately 22 acres (APN: 027-852-005) of unimproved land located just east of the Woodland City limits on the south side of Interstate 5, in Yolo County, California (the "Property"), and more particularly described in Exhibit "A".

B. Seller desires to sell the Property to Buyer on the terms and conditions set forth in this Agreement and make a gift of the remaining fair market value of the Property as set forth herein.

C. Buyer desires to purchase the Property from Seller and accept Seller's gift of the remaining value of the Property from Seller pursuant to the terms and conditions set forth in this Agreement.

D. The parties have entered into an Option to Purchase Agreement dated September ____, 2011, attached hereto as Exhibit "B".

NOW THEREFORE, the parties agree as follow:

SECTION 1. BARGAIN PURCHASE AND SALE

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth in this Agreement.

SECTION 2. PURCHASE PRICE

The purchase price for the Property shall be ONE THOUSAND DOLLARS (\$1,000.00)(the "Purchase Price"), which shall be paid in full at Closing.

SECTION 3. CLOSING

This transaction shall close on or before October 31, 2011 ("Closing" or the "Closing Date") at the offices of City of Woodland City Hall located at 300 First Street, Woodland, California 95696.

SECTION 4. CONDITIONS TO CLOSING

4.1 Conditions Precedent to Buyer's Obligations. Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

EXHIBIT A
PAGE 1

(a) **Title.** At closing Seller shall convey fee simple title to the Property by grant deed, subject only to non-delinquent real property taxes and items revealed in the preliminary title report to be provided to Buyer and to which Buyer does not timely object in writing.

(b) **Representations, Warranties, and Covenants of Seller.** Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

(c) **No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the Property which have not otherwise been disclosed to Buyer in writing.

(d) **Seller's Deliveries.** Seller shall have timely delivered each and every item to be delivered by the Seller pursuant to this Agreement.

The conditions set forth in this Section 4.1 are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of Seller. Neither Seller, nor Buyer, shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent Buyer, in its own discretion, exercises its right to disapprove any such items or matters).

4.2 Form 8283; Qualified Appraisal. Buyer acknowledges that Seller intends to claim the sale outlined in this Agreement as a bargain-sale for charitable purposes. Buyer further acknowledges that it is a qualified charitable organization under Section 170(c)(1) of the Internal Revenue Code of 1986 as amended and will acknowledge that it received the Property from Seller as required in the Internal Revenue Service Form 8283, as outlined herein. At least ten (10) days prior to Closing, Seller will deliver to Buyer a copy of a draft Form 8283, Noncash Charitable Contributions, that it anticipates it will file with its 2011 federal income tax return. Buyer acknowledges that in the event it sells, exchanges or otherwise disposes of the Property (or any portion thereof) within three (3) years of the Closing Date, Buyer shall file an Internal Revenue Service Form 8282 Donee Information Return with the Internal Revenue Service and provide a copy thereof to Seller.

At some point either at Closing or when Seller prepares its income tax return for the year in which the transfer is concluded, Seller will deliver to Buyer a Donee Acknowledgment on an Internal Revenue Service Form 8283 for Buyer's signature. Buyer hereby agrees that it will execute said Form 8283 and return it to Seller within five (5) business days of receipt. Buyer's acknowledgement and signature on the Form 8283 do not represent Buyer's agreement with Seller's claimed fair market value for the Property and Buyer claims no responsibility in that regard.

4.3 Conditions Precedent to Seller's Obligations. Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery of the Purchase Price to Seller on or before the Closing Date.

4.4 Failure of Conditions to Closing. If any of the conditions set forth in Sections 4.1, 4.2 or 4.3 are not timely satisfied or waived, for a reason other than the default of Buyer or Seller under this Agreement, this Agreement and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided herein.

SECTION 5. DELIVERIES AT CLOSING

5.1 By Seller. On or before the Closing Date, Seller shall deliver the following to Buyer:

(a) **Deed.** A "Grant Deed" substantially in the form attached as Exhibit "C", duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer subject only to non-delinquent property taxes, and other matters that may be approved in writing by the Buyer.

(b) **Non-foreign Certification.** Seller represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code ("FIRPTA Certificate"). Seller will give an affidavit to Buyer to this effect in the form required by that statute and the Treasury Regulations promulgated thereunder.

(c) **Proof of Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by Buyer.

(d) **Form 8283.** The draft Form 8283 as set forth in Section 4.2.

5.2 By Buyer. On or before the Closing Date, Buyer shall deliver the Purchase Price to Buyer, plus the sum due Seller, if any, after the prorations are computed in accordance with Section 8 below.

SECTION 6. TRANSFER TAXES

Buyer agrees to pay or waive all applicable state, county and/or local transfer taxes generated by the transaction(s) outlined in this Agreement.

SECTION 7. ADJUSTMENTS

Seller shall pay its share of prorations pursuant to Section 8, below. Buyer shall pay all recording, conveyance, survey and title charges/fees, and Buyer's share of prorations pursuant to Section 8 below. Buyer and Seller shall each pay its own legal and professional fees. At Closing, both parties shall contribute any funds necessary to pay their respective share(s) of adjustments.

SECTION 8. PRORATIONS

8.1 General. Presently existing taxes, assessments, and other expenses, if any, affecting the Property, shall be prorated as of 12:00 o'clock p.m. on the Closing Date. For the purpose of calculating

EXHIBIT A
PAGE 3

prorations, Buyer shall be deemed to be in title to the Property for the entire day following the Closing Date.

8.2 Method of Proration. All prorations shall be made in accordance with customary practice in Yolo County, California, except as expressly provided herein. Buyer and Seller agree to prepare a schedule of tentative prorations before the Closing Date. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at Closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as practicable following the Closing Date. A copy of the schedule of prorations as agreed upon by Buyer and Seller shall be exchanged and agreed upon at least two (2) business days before the Closing Date.

SECTION 9. DISBURSEMENTS AND OTHER ACTIONS AT CLOSING

At Closing, the parties shall do the following:

9.1 Funds. Disburse all funds deposited by Buyer in payment of the Purchase Price as follows:

- (a) Deduct all items chargeable to the account of Seller pursuant to Section 8.
- (b) Disburse the balance of the Purchase Price to Seller promptly on Closing.
- (c) Disburse the remaining balance of the funds, if any, to Buyer promptly on Closing.

9.2 Recording. Cause the Grant Deed and any other documents that the parties may mutually direct to be recorded in the official records and obtain conformed copies for distribution to Buyer and Seller.

9.3 Disbursements of Documents to Buyer. Disburse to Buyer the FIRPTA Certificate and any other documents (or copies thereof) due from Seller pursuant hereto.

SECTION 10. SELLER'S REPRESENTATIONS AND WARRANTIES

In addition to any express agreements of Seller contained herein, Seller makes the following representations and warranties to Buyer:

10.1 Representations Regarding Seller's Authority.

- (a) Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

(b) All requisite action (corporate, limited liability company, trust, partnership, or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(c) The persons executing this Agreement and the instruments referred to herein on behalf of Seller and the members, managers, partners, officers, or trustees of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(d) This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and instruments referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions hereby contemplated, nor compliance with the terms of this Agreement and the instruments referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or affecting the Property.

10.2 Warranties and Representations Pertaining to Real Estate and Legal Matters.

(a) The information contained in the recitals is true and correct.

(b) Except as disclosed to Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened, with regard to the Property.

(c) Seller has not entered into any other contracts for the sale of the Property, nor do any rights of first refusal or options exist to purchase the Property.

10.3 General Representation. Seller's representations and warranties contained herein are true and accurate, and are not misleading. Seller's representations and warranties contained herein shall be continuing from the Closing Date and shall be true and correct as of the Closing Date with the same force and effect as if remade by Seller in a separate certificate at that time.

SECTION 11. CONDITION OF PROPERTY

Other than as provided in Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to Buyer at closing, Buyer acknowledges that it is purchasing the Property in its present condition AS IS, including latent defects, without any further representations or warranties from Seller or any agent or representative of Seller, express or implied. Buyer agrees that it has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property and its suitability for Buyer's purposes, the applicable zoning, building and other regulatory ordinances and laws, and that Buyer accepts the Property AS IS with full awareness of these ordinances and laws as they may affect the present use or any intended future use of

the Property, and Seller has made no representations with respect to such condition or suitability of the Property or compliance with any such laws or ordinances.

SECTION 12. BUYER'S REPRESENTATIONS AND WARRANTIES

In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

12.1 Representations Regarding Buyer's Authority.

(a) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.

(b) All requisite administrative and governmental action has been taken by Buyer in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein. No further consent of any administrative or governmental body is required.

(c) The persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(d) This Agreement and all documents required to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and instruments referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions hereby contemplated, nor compliance with the terms of this Agreement and the instruments referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Buyer is a party or affecting the Property.

12.2 General Representation. Buyer's representations and warranties contained herein are true and accurate, and are not misleading. Buyer's representations and warranties contained herein shall be continuing from the Closing Date and shall be true and correct as of the Closing Date with the same force and effect as if made by the Buyer in a separate certificate at that time. Buyer's representations and warranties contained herein shall survive Closing and shall not merge into the deed and the recordation of the deed in the official records.

SECTION 13. REQUIRED ACTIONS OF BUYER AND SELLER

Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the transaction contemplated herein and shall use their best efforts to accomplish the close of this transaction in accordance with the provisions herein.

EXHIBIT A
PAGE 6

SECTION 14. ENTRY

Buyer, its agents, and designees shall have reasonable access to the Property for the sole purpose of confirming that it is in substantially the same condition at Closing as it was when inspected. Buyer's right to access does not negate the warranties and covenants contained herein. Buyer shall indemnify and hold Seller harmless from any loss, damage, or claim arising out of Buyer's access to the Property.

SECTION 15. CONFIDENTIAL INFORMATION AND PRESS RELEASES

15.1 Return of Confidential Information. The parties agree that if for any reason the transaction set forth in this Agreement is not consummated, Buyer and Seller will, within five (5) business days from the date the parties agree to terminate the Agreement, return to each other and will not disclose to third parties any confidential information exchanged during the course of investigating, negotiating, and performing the transactions contemplated by this Agreement.

15.2 Press Releases. No press releases or other public announcements concerning the transaction(s) contemplated by this Agreement will be made by Buyer or Seller without the other party's prior written consent; however, nothing in this section will prevent a party from supplying such information or making statements as required by governmental authority or in order for a party to satisfy its legal obligations (prompt notice of which must in any such case be given to the other party or parties). Prior to the Closing Date, Buyer and Seller will jointly draft a press release which notifies the public of the transaction in a form that is reasonably acceptable to all parties and agreed upon prior to being published.

SECTION 16. MISCELLANEOUS

16.1 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

16.2 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

16.3 Notices. All notices or other communications required or permitted under this Agreement must be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested, which notice and communications will be deemed received three days after deposit in the United State mail, postage prepaid. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

If to Buyer: City of Woodland, California
 300 First Street
 Woodland CA 95695
 Attn: City Manager

With a copy to: Andrew Morris, Esq.
Best, Best & Krieger LLP
400 Capital Mall, Suite 1650
Sacramento CA 95814

If to Seller: The New Woodland Partnership
Attn: _____
2100 Main Street, Suite 104
Irvine CA 92614

With a copy to: Frederick B. Sainick, Esq.
Sainick & Whitney
190 Newport Ctr Dr 2FL
Newport Beach CA 92660

16.4 Assignment. This Agreement will not be assigned by a party hereto without the prior written consent of the other party hereto. No permitted assignment will release the assignor from its obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and personal representatives. Nothing in the Agreement, express or implied, is intended to confer on any person other than the parties hereto, or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

16.5 Governing Law. The parties acknowledge this Agreement has been negotiated and entered into in the State of California. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

16.6 Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

16.7 Electronic Delivery. Electronic delivery of documents (e.g., transmission by facsimile or email) shall be legally sufficient to bind the party the same as delivery of an original. At the request of any party, the parties will replace electronically delivered documents with original documents.

16.8 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

16.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this

Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

16.10 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

16.11 Payment of Fees and Expenses. Each party to this Agreement will be responsible for, and will pay, all of its own fees and expenses, including those of its counsel and accountants, incurred in the negotiation, preparation, and consummation of the Agreement.

16.12 Further Assurances. Each party agrees: (a) to execute and deliver such other documents; and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

16.13 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

16.14 Incorporation of Exhibits. The Exhibits set forth herein which are attached to this Agreement are incorporated in this Agreement as if set forth in full herein and by this reference are made a part of this Agreement.

16.15 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

16.16 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

16.17 Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to sections and subsections are to this Agreement.

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

SELLER:

The New Woodland Partnership

By: _____

Its: _____

BUYER:

THE CITY OF WOODLAND, CALIFORNIA

By: _____

Its: _____

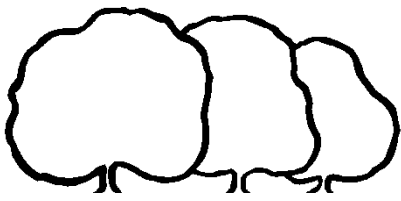
Approved as to Form:

By: _____

Its: _____

Attested by:

City Clerk



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 6, 2011

SUBJECT: SACOG 2012 Funding Program Applications

Report in Brief

The Sacramento Area Council of Governments (SACOG) distributes funding for state and federal funded grant programs including Bicycle and Pedestrian, Community Design and Regional and Local Transportation Projects.

Application deadlines for the funding programs were August 22, for Bicycle & Pedestrian, August 17, for Community Design and September 7, for Regional/Local Transportation.

Staff recommends that the City Council approve the grant applications for the East Main Street Improvement Project, Freeman Park Frontage Improvement Project, I-5/SR 113 Interchange Project and Kentucky Avenue Road Project; support direction on future countywide bike/ped applications.

Background

Every two years, SACOG conducts a programming round to allocate funds to projects based on apportionments of regional Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and State Transportation Improvement Program (STIP) funds. These funds are programmed through the Bicycle & Pedestrian, Community Design, Regional/Local and other funding programs.

On June 16, 2011 the SACOG Board approved the 2011/12 Funding Round call for projects and shortly thereafter SACOG staff distributed the application guidelines and deadlines to local agencies.

Discussion

Applications were submitted for the following projects to be funded by the various funding programs:

SUBJECT: SACOG 2012 Funding Program Applications*East Main Street Improvement Project:*

Staff submitted complimentary applications for grant funding from the Bicycle & Pedestrian and Regional/Local Transportation funding categories. The overall project is for bikeway, pedestrian, drainage, aesthetic and pavement improvements on East Main Street. The project scope includes narrowing existing travel lanes to better accommodate the inclusion of on-street bike lanes from East Street to east of Pioneer Avenue, construction of curb, gutter and “green” sustainable drainage improvements, landscape and fencing on the north side of the roadway, sidewalk on the south side of the roadway where none currently exists, and a bus turnout just west of Industrial Way. The Yolo County Transportation District (YCTD) is a partner agency for this grant application (See attached exhibit).

The Bicycle & Pedestrian grant request is for \$330,000 and the Regional/Local request is \$770,000. The total match for the grants is \$510,000 of which, \$315,000 is provided by State Transit Assistance (STA) funding in coordination with YCTD and \$195,000 is Measure E funding previously identified in the Capital Budget.

Freeman Park Frontage Improvement Project:

Staff submitted an application for a non-competitive \$100,000 Community Design grant to use toward the improvement of the frontage to Freeman Park within the street right-of-way. This funding, if awarded, will be combined with the recently awarded Community Design grant funding for improvements to Main Street from Third to Sixth streets. Specifically the funding will expand the scope to include the Court Street frontage of Freeman Park and coordinate with other improvements at the park. The purpose of the project is to improve the pedestrian and bicycle linkages to the park and support the development of adjacent properties.

The Community Design grant request is \$100,000 and the local match is \$12,957. The matching funds are being provided by the City’s Redevelopment Agency as part of the allocation for Freeman Park.

I-5/SR113 Interchange Project

An application will be submitted for the Regional/Local grant program for the I-5/SR113 Interchange project. The project will construct the Northbound I-5/Southbound SR 113 interchange connector project. The Regional/Local grant request is \$3.567 million. There are no matching funds required.

Kentucky Avenue Road Project

An application will be submitted for the Regional/Local grant program for the Kentucky Avenue Road project. This project will widen and rehabilitate Kentucky Ave from East St to West St. The grant request is for \$2.5 million. Depending on the type of funding provided by SACOG, the City will need to provide up to \$290,000 of matching funds.

Because of possible changes to the City’s transportation funding priorities, staff has prepared grant applications for both Kentucky Ave and the I-5/SR 113 Interchange projects.

SUBJECT: SACOG 2012 Funding Program Applications

An application was not submitted for the following project for the reasons listed below:

Woodland-Davis Bikeway Project

In early May, staff attended a progress meeting for the Woodland-Davis Bikeway Project with staff and elected official representatives from the City of Davis and Yolo County. There was general discussion concerning the priority of the project for each agency and how to prepare the project for application in the upcoming grant process with SACOG. Each agency agreed to review the priority of the project with their respective board and come back to the working group by early July. Based on the current fiscal condition, staff is recommending that no funding be allocated to this project and do not envision any amount of funding being available in the near term horizon (5-10 years). Staff believes that the Woodland-Davis off-road bikeway project has value to the community. However at this time, the project capital and maintenance costs are too much considering other citywide transportation needs and the lack of funding available. Up to \$400,000 may be required for matching funds and \$10,000 for operating funds to maintain the facility once it is built. Staff recommends that this project be included in the City's bicycle planning documents and reconsidered for funding 5-10 years from now.

Staff is recommending that the City redirect efforts to support lower cost gap closure bike projects between Woodland and Davis. As an example, funding towards bicycle lane widening on County Road 102 (south of County Road 29) would complete a usable shoulder/bike lane facility between the eastern portions of Davis and Woodland. This path would complement the existing Woodland/Davis bike lane project that connects the western portions of both communities.

Fiscal Impact

Except for the Kentucky Avenue Road Project, Matching funds for the applications are included in the existing capital budget. If grant funding is received staff will return to Council at a future date to modify the capital budget by including the new projects.

Depending on the type of grant funding received for the Kentucky Ave project, the City may need to reallocate existing capital budget funding in order to provide matching funds.

There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve the grant applications for the East Main Street Improvement Project, Freeman Park Frontage Improvement Project, I-5/SR 113 Interchange Project and Kentucky Avenue Road Project; support direction on future countywide bike/ped applications.
2. Continue to pursue grant funding and project development for the Woodland-Davis Bikeway project and direct staff to return with changes to the 10-year CIP and operating budget that will require the redirection of \$400,000 for matching funds and a minimum of \$10,000 for roadway maintenance.

Recommendation for Action

Staff recommends that the City Council approve alternative No. 1.

Prepared by: Katie Wurzel, P.E.
Transportation Engineer

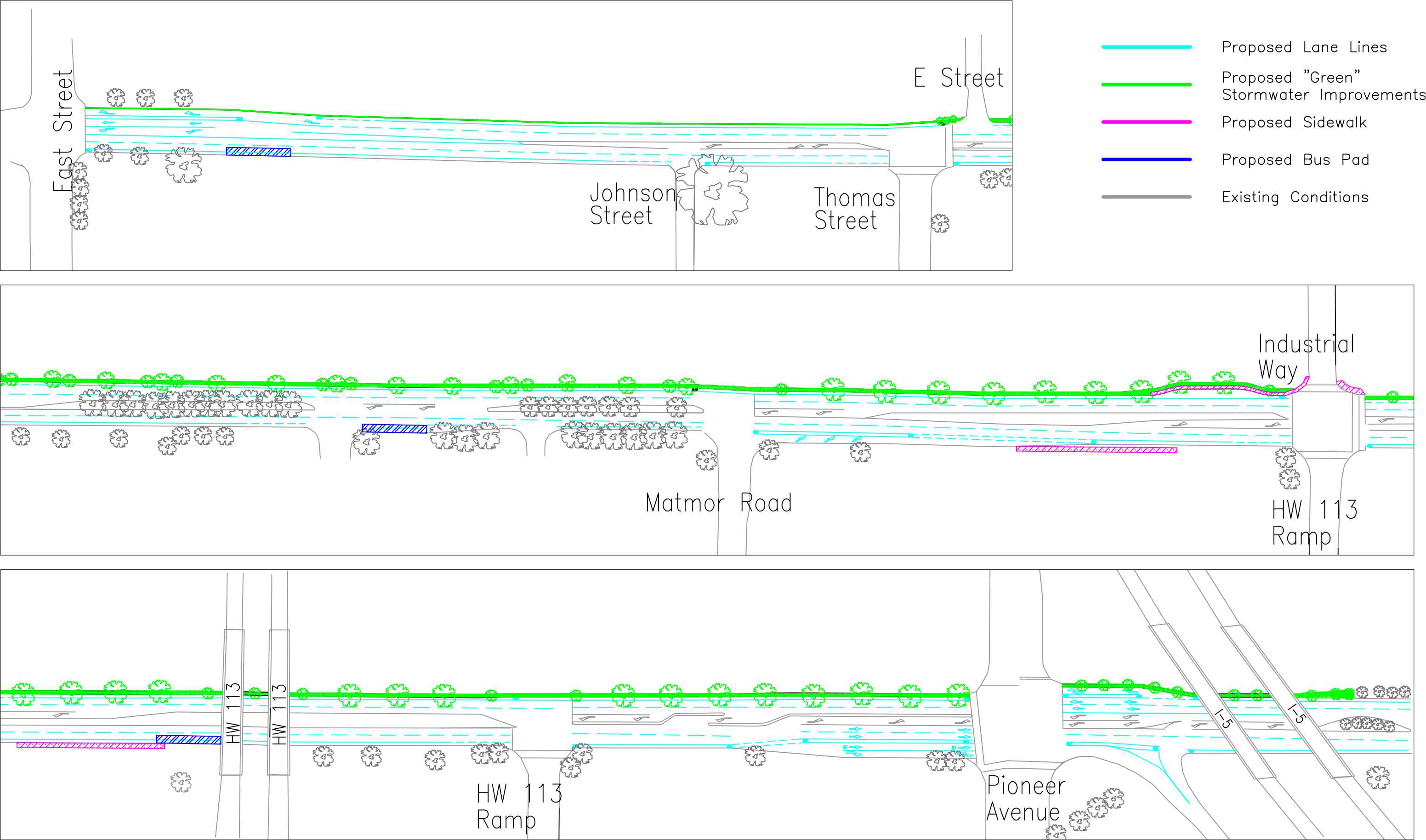
Reviewed by: Brent Meyer, P.E.
City Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

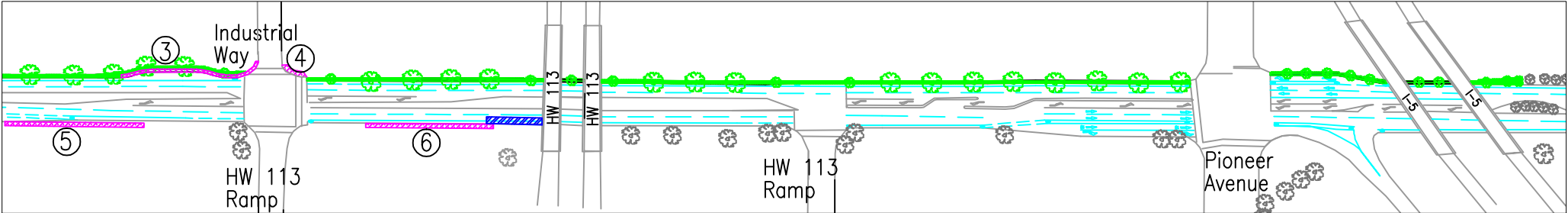
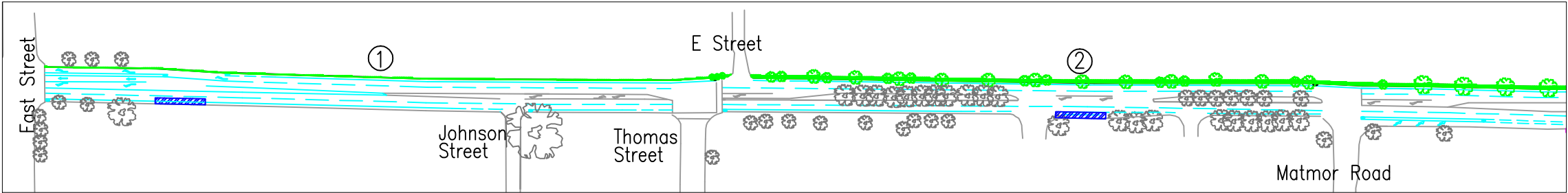
Mark G. Deven
City Manager

Attachment: East Main Street Project Layout

East Main Street Improvement Project Design



Proposed Project Improvements



① Where right-of-way is limited, green gutters and narrow storm water planters will be used to collect storm runoff.



Photos: San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook



② Where right-of-way is not limited, bioswales and storm water planters will be used to collect storm runoff.



Photo: www.landcareresearch.co.nz

③ A new bus turn-out and sidewalk will be constructed near Industrial Way to replace the existing bus pad which is subject to regular flooding and is not ADA accessible.

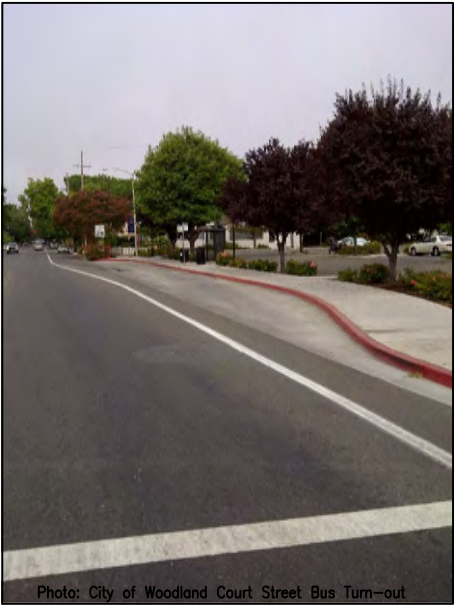


Photo: City of Woodland Court Street Bus Turn-out

④ New ADA compliant curb ramp is needed.



⑤ Existing 200 foot sidewalk gap east of Matmor Road hampers pedestrian access through the corridor.



⑥ Existing 220 foot sidewalk gap east of the Highway 113 overpass makes the YoloBus stop difficult to access.

