City Hall
300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, March 21, 2017 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION
5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 PUBLIC EMPLOYMENT PERFORMANCE EVALUATION,
Pursuant to Government Code Section 54957
Title: City Manager Evaluation

B.2 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government Code Section 54957
Agency Designated Representatives: City Manager, Human Resources Manager and Public Safety Chief
Employee Organization(s): Police Officer's Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
MARCH 21, 2017
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

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.

SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Attachments: Council Long Range Calendar

F. MINUTES

1. SUBJECT: City Council Meeting Minutes of February 7, 2017 and February 21, 2017

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of February 7, 2017 and February 21, 2017.

Attachments: 02_07_2017 DRAFT FOR APPROVAL

02_21_2017 DRAFT FOR APPROVAL

2. SUBJECT: Commission on Aging Meeting Minutes for January 12, 2017

Recommendation for Action: Staff recommends that the City Council receive the January 12, 2017 Commission on Aging Minutes that were approved on February 16, 2017.

Attachments: 11217Minutes

3. SUBJECT: Parks & Recreation Commission Meeting Minutes for January 23, 2017

Recommendation for Action: Staff recommends that the City Council receive the January 23, 2017 Parks & Recreation Commission Minutes that were approved on February 27, 2017.

Attachments: 1232017 Minutes

4. SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of October 27, 2016, December 1, 2016 and December 15, 2016.

Attachments: A - October 27, 2016 Meeting Minutes

B - December 1, 2016 Meeting Minutes

C - December 15, 2016 Meeting Minutes

G. PRESENTATIONS

5. SUBJECT: Presentation - Winter Family Homeless Rotating Shelter Pilot Program and Recognition of Volunteers and Host Sites

Recommendation for Action: Staff recommends that the City Council receive an update on the winter family homeless rotating shelter pilot program and recognize the volunteers and host sites that participated in the program.

6. SUBJECT: Recognize Yolo County Woman of the Year

Recommendation for Action: Staff recommends that the City Council receive a presentation from Senator Bill Dodd's office recognizing Meg Stallard as Yolo County Woman of the Year.

7. SUBJECT: Proclaim March 2017 as "Women's History Month"

Recommendation for Action: Staff recommends that the City Council proclaim the month of March 2017 as "Women's History Month".

Attachments: Women's History Month Proclamation 2017

H. CONSENT CALENDAR

8. SUBJECT: Public Works Quarterly Status Report for the period of December 2016 through February 2017

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Attachments: Dec-Feb Quarterly Report

9. SUBJECT: Approve Consultant Agreement with West Yost Associates, Inc. to provide design services for the North Regional Pond and Pump Station, CIP 17-21, and appropriate project funding

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to:
1) Create a new capital project, the North Regional Pond and Pump Station Project, CIP 17-21; and
2) Appropriate $4,000,000 from the Spring Lake offsite improvement fund to CIP 17-21; and
3) Appropriate $4,000,000 from Spring Lake bond refunding proceeds to CIP 17-21; and
4) Execute a consultant agreement with West Yost Associates, Inc. for design services for the North Regional Pond and Pump Station in the amount of $685,604; and
5) Approve a design contingency of 10% for an amount of $68,500.

Attachments: A Resolution for West Yost Associates Contract

B - West Yost Associates proposal

10. SUBJECT: Approve Consultant Agreement for Harter Avenue and Beamer Street Sewer Rehabilitation, CIP 08-21

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to approve the consultant agreement with Laugenour and Meikle in the amount of $62,000 and authorize a contingency of up to 20% ($12,400) for the design of the Harter Avenue and Beamer Street Sewer Rehabilitation Project.

Attachments: A - Resolution

B - L&M Proposal

11. SUBJECT: Approval of Sub-recipient Agreement with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of $89,159 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: CC Reso Sub Agreement 21Mar17

Subrecipient Agreement

12. SUBJECT: Approval of Revised Fiscal Year 2016/17 Transportation Development Act Claim

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, Authorizing Filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

Attachments: Proposed Use of Funds- Revised

Resolution FY2016-17 Revised TDA Claim

13. SUBJECT: 2017 Road Maintenance Project, CIP 17-03; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _______, approving the project plans and specifications for the 2017 Road Maintenance Project, CIP 17-03 and authorizing bid advertisement.

Attachments: A - Resolution

B - Zone Map

C - Project Location Maps

14. SUBJECT: 2016/2017 ADA Improvement Project, CIP 17-12; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2016/2017 ADA Improvement Project, CIP 17-12, and authorizing bid advertisement.

Attachments: A- Resolution

B - Project Location Drawing

15. SUBJECT: Increase the Fiscal Year 2016/2017 Literacy Program Budget by $30,302

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $73,375 to $100,677, a total increase of $30,302 in support of additional literacy program costs.

Attachments: literacy budget resolution

16. SUBJECT: Adopt Resolution Authorizing the Submittal of Clean Air Funds Grant Application to the Yolo-Solano Air Quality Management District

Recommendation for Action: Staff recommends that the City Council authorize staff to submit an application to the Yolo-Solano Air Quality Management District for the 2017 Clean Air Funds Program cycle.

Attachments: Resolution

17. SUBJECT: Adopt Resolution in Support of Sutter Health's Getting to Zero Regional, Collaborative Approach to Address Homelessness

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, supporting Sutter Health's Getting to Zero regional, collaborative approach for addressing homelessness.

Attachments: CC Resolution

18. SUBJECT: Second Reading and Adopt Ordinance Reauthorizing the Public Educational and Government Fee on State Cable Franchisees Operating within the City

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Amending Section 8A.650 of the Woodland Municipal Code Reauthorizing the Public Educational and Government Fee on State Cable Franchisees Operating within the City.

Attachments: Woodland - Ordinance Reauthorizing PEG Fee-c2

19. SUBJECT: Updated City Council Sub-Committee Assignments

Recommendation for Action: Staff recommends that the City Council:
1) Appoint an alternate to the Yolo County Natural Communities Conservation Plan (JPA); and

2) Re-assign members to the Community Choice Energy sub-committee; and

3) Appoint two Council Members to the Parks & Recreation Facility Needs Assessment sub-committee

Attachments: DRAFT Council assignments 2017

20. SUBJECT: City Council Meeting Schedule for 2017

Recommendation: Staff recommends that the City Council approve its Meeting Schedule for 2017.

Attachments: DRAFT 2017 Council Calendar

I. REPORTS OF THE CITY MANAGER

21. SUBJECT: Community Choice Energy Advisory Committee Update

Recommendation for Action: Staff recommends that the City Council:
(1) receive a presentation on the Community Choice Energy (CCE) Advisory Committee's activities to evaluate the benefits and risks of CCE participation; and
(2) provide feedback and questions pertinent to the committee's development of a final report and recommendation to the City Council to be presented on April 18.

22. SUBJECT: Update on the Sustainable Groundwater Management Act and the Formation of the Yolo Subbasin Groundwater Authority

Recommended Action: Staff recommends that the City Council: 1) receive an update on current formation of the Yolo Subbasin Groundwater Authority and 2) provide direction to staff, as needed, to inform next steps.

Attachments: WEST-#1474090-v1-Yolo_Subbasin_JPA_Agreement_-_clean_copy_2-22-17
Critical Elements of the Proposed YSGA_Draft 20170223_w_ATT

23. SUBJECT: Proposed Water Rate Increases

Recommendation for Action: Staff recommends that the City Council:

1.) Receive staff report outlining options requested by the City Council following the March 7th Public Hearing on proposed water rate increases,

2.) Introduce and waive the first reading of Ordinance No. _____, "Ordinance of the City Council of Woodland, California, to Increase Rates for Water Service.

3.) Adopt the proposed "Urgency Ordinance of the City Council of Woodland, California, to take Effect Immediately, to Increase Rates for Water Service" to be effective immediately with increased water rates as of April 1, 2017; and

4.) Provide additional direction to staff related to issues and recommendations contained in this report.

Attachments: WOODLAND _ Ordinance Increasing Water Rates March 2017 w_o drought sur

WOODLAND _ March 2017 Urgency Ordinance Increasing Water Rates w_o Dr

24. SUBJECT: FY2017 / FY2019 Spring Budget Workshop

Introduction

The City Council has scheduled a Study Session on March 21st for the purpose of conducting a workshop to inform development of the City's upcoming FY2017/18 and FY2018/19 Budget.

Attachments: Spring Budget Workshop Draft Outline

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for March 21, 2017 was posted on March 17, 2017 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.

Legislation Text

File #: 17-0361, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff Contact
Ana B. Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and better plan for upcoming Council items.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

APRIL 4th **REGULAR MEETING**

Minutes
City Council Meeting Minutes of March 7 and March 21, 2017

Presentations
Child Abuse Prevention Proclamation

Consent Calendar
Final Acceptance Beamer Trunk Sewer Lining, CIP #16-11
Final Acceptance for Recycled Water Project, CIP #16-01
Regional Household Hazardous Waste grant application
Waste Management rate adjustment request for C&D and wood waste disposal
Report on Use of Volunteers for City Programs and Projects during 2016
Cal Fire Grant Application
Weed Abatement

Public Hearing
General Plan Public Meeting – GP, EIR, Climate Action Plan

Regular Calendar
Animal Shelter Project Update (Tentative)
Measure E spending Plan
Budget Workshop – Part II

APRIL 18th **REGULAR MEETING**

Presentation
Sac Yolo Mosquito Vector – Gary Goodman

Consent Calendar
Sprink Lake Park N1 – Naming
Hiddleson Pool Demolition Contract

Public Hearing
Accessory Dwelling Unit Zoning Ordinance Update

Regular Calendar
General Plan
Community Choice Energy (CCE) Adv Committee - Report and Recommendation

MAY 6th (Thursday) SPECIAL MEETING

Minutes
City Council Meeting Minutes for April 4, 2017 and April 18, 2017

Regular Calendar
Parking Management Plan

FUTURE TOPICS / STUDY SESSIONS (TBD):
Regulatory Framework: Marijuana (Prop 64)
Affordable Housing Workshop– Part II
Street / Road Maintenance Program Overview
Downtown Parking Management Plan Update (April 18th – Tentative)
Habitat Conservation JPA (May)

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 17-0320, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: City Council Meeting Minutes of February 7, 2017 and February 21, 2017

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of February 7, 2017 and February 21, 2017.

Staff Contact

Ana B. Gonzalez, City Clerk - 530-661-5806, ana.gonzalez@cityofwoodland.org

Background

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

Attachments

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, February 7, 2017

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION
5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PROPERTY: Assessor's Parcel Number 063-060-004, 1285-B Lemen Avenue
AGENCY NEGOTIATORS: City Manager, City Attorney and Community Services Director
NEGOTIATING PARTIES: Housing Authority of the County of Yolo
UNDER NEGOTIATION: Price and terms of payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
FEBRUARY 7, 2017
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Angel Barajas, Mayor Pro Tem Enrique Fernandez, Council Member Marlin Davies, Council Member Xochitl Rodriguez and Council Member Tom Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Public Safety Chief Dan Bellini.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

17-199 SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. COMMITTEE REPORTS

17-142 SUBJECT: Parks & Recreation Commission Meeting Minutes for October 24, 2016

Recommendation for Action: Staff recommends that the City Council receive the October 24, 2016 Parks & Recreation Commission Minutes that were approved on January 23, 2017.

Received the minutes of the Parks & Recreation Commission meeting of October 24, 2016.

17-143 SUBJECT: Commission on Aging Meeting Minutes for November 17, 2016

Recommendation for Action: Staff recommends that the City Council receive the November 17, 2016 Commission on Aging Minutes that were approved on January 12, 2017.

Received the minutes of the Commission on Aging meeting of November 17, 2016.

17-148 SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of November 17, 2016.

Received the minutes of the Planning Commission meeting of November 17, 2016.

G. PRESENTATIONS

1. 17-198 SUBJECT: Proclaim February as Black History Month

Recommendation for Action: Staff recommends that the City Council proclaim the month of February 2017 as “Black History Month”.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members proclaimed February 2017 as “Black History Month”. Mayor Barajas presented the proclamation to Marilyn Hayes, Garth Lewis and students who were present.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

2. 17-197 SUBJECT: Proclaim February 26, 2017 as Spay Day 2017

Recommendation for Action: Staff recommends that the City Council proclaim February 26, 2017 as “Spay Day 2017”.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members proclaimed February 26, 2017 as Spay Day 2017. Council Member Rodriguez presented the proclamation to Kim Kinnee.

H. CONSENT CALENDAR

3. 16-867 SUBJECT: Community Care Car License Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a License Agreement with the Community Care Car organization.

Adopted Resolution No. 6777, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE YEAR LICENSE AGREEMENT WITH THE COMMUNITY CARE CAR ORGANIZATION.

4. 16-869 SUBJECT: Legacy Grove - Memorial Program Approval

Recommendation for Action: Staff recommends that the City Council receive an update on the Legacy Grove and adopt Resolution No. _____, Approving the Legacy Grove Memorial Program.

Adopted Resolution No. 6778, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE LEGACY GROVE MEMORIAL PROGRAM.

6. 17-134 SUBJECT: Proclaim March 18, 2017 as Arbor Day

Recommendation for Action: Staff recommends that the City Council approve a Proclamation declaring March 18th, 2017 as Arbor Day in the City of Woodland.

Approved Proclamation declaring March 18, 2017 as Arbor Day in the City of Woodland.

7. 17-140 SUBJECT: Community Services Department Quarterly Status Report for the period of October 2016 through December 2016

Recommendation for Action: Staff recommends that the City Council accept the Community Service's Department's Quarterly Status Report.

Accepted the Community Service's Department's Quarterly Status Report.

8. 17-164 SUBJECT: Treasurer's Investment Report Quarter Ending December 31, 2016

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer’s Investment Report for the quarter ended December 31, 2016.

Accepted the Quarterly Treasurer's Investment Report for the quarter ended December 31, 2016.

Items No. 7 and 8 were removed from the Consent Calendar by Mayor Pro Tem Fernandez for discussion.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 6.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 7 and 8.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

I. REPORTS OF THE CITY MANAGER

9. 16-854 SUBJECT: Update on City Boxing Program

Recommendation for Action: Staff recommends that the City Council:
1) receive an update on the evaluation of alternative relocation options for the City’s Boxing Program,
2) approve the relocation of the Boxing Program to the Community and Senior Center, to space currently designated at the Youth Center or, alternatively, through conversion of Meetings Rooms 1 & 2,
3) Authorize appropriation of an amount not-to-exceed $50,000 from available Measure J funds to prepare and equip the space.

On a motion by Council Member Rodriguez, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members approved staff recommendation for this item.

Furthermore, Council Member Davies indicated that there are some isssues that need to come back to council. Such as, backfilling that area, how council interacts with commissioners and seniors, cost item and any contributions.

Council Member Stallard stated that he wants to see performance standards involved in the operation of the boxing program and a more managed oversight by the city staff.

Mayor Barajas agreed with Council Member Stallard but also indicated that if this is done for the boxing program, it needs to be done for every program. Every program needs to be treated equally.

J. ADJOURNED AT 7:56PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, February 21, 2017

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION
5:00PM

A. CALL TO ORDER

Prior to Closed Session meeting, Paula Crum addressed the council regarding items listed below.

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Properties: Yolo County Assessor's Parcel Numbers 005-750-003
Agency Negotiators: City Manager, Assistant City Manager-Community and Economic Development, City Engineer, City Attorney, Principal Civil Engineer, and City's Project Manager
Negotiating Parties: Elizabeth J. Crum & Elizabeth J Crum Revocable Trust
Under Negotiation: Price and terms of payment

B.2 CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov. Code § 54956.9(d)(1))

A. City of Woodland v. Elizabeth J. Crum, et al., Yolo County Superior Court, Case No. ED 16-558
B. City of Woodland v. Mark D. Milton & Victoria M. Matucci, et al., Yolo County Superior Court, Case No. ED 16-557
C. HTW West Ventures, LLC, et al., v. Robert Fowler, et al., Ventura County Superior Court, Case No. 56-2016-00488960-CU-FR-VTA

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
FEBRUARY 21, 2017
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Angel Barajas, Mayor Pro Tem Enrique Fernandez, Council Member Marlin Davies, Council Member Xochitl Rodriguez and Council Member Tom Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Eric Zane.

D. COMMUNICATIONS-PUBLIC COMMENT

Ineke de Wit
Susan McGibbon
Jim McGibbon
Pauly VanMuyden
Ilsa VonLeden
Jon-Paul Valcarenghi

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

17-199 SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. MINUTES

1. 17-196 SUBJECT: City Council Meeting Minutes of January 3, 2017 and January 17, 2017

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 3, 2017 and January 17, 2017.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members approved the CORRECTED Council minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 3, 2017 and January 17, 2017.

Council Member Stallard also asked that memorial adjournments also be included in the Council minutes.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

G. CONSENT CALENDAR

2. 17-19 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of October 2016 through December 2016

Recommendation for Action

Staff recommends that the City Council accept the Public Safety

Department Quarterly Status Report for October 2016 through December 2016.

Accepted the Public Safety Department Quarterly Status Report for October 2016 through December 2016.

3. [17-150](17-150) SUBJECT: Final Acceptance and Notice of Completion for 2016 ADA Improvement Project, CIP 16-07

Recommendation for Action: Staff recommends that the City Council (1) approve Resolution No. _____, accepting the 2016 ADA Improvement Project, CIP 16-07, as complete and authorizing the City Clerk to file a Notice of Completion

Adopted Resolution No. 6779, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2016 ADA IMPROVEMENT PROJECT (CIP 16-07) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

4. [17-151](17-151) SUBJECT: Final Acceptance and Notice of Completion for 2016 Road Maintenance Project, CIP 16-01 and Remaining Fund Reallocation

Recommendation for Action: Staff recommends that the City Council:
1. Staff recommends that the City Council (1) approve Resolution No. _____, accepting the 2016 Road Maintenance Project, CIP 16-01, as complete and authorizing the City Clerk to file a Notice of Completion; and
2. Authorize the reallocation of all remaining Water Enterprise Funds from the 2016 Road Maintenance Project, CIP 16-01, to the 2017 Road Maintenance Project, CIP 17-03; and
3. Authorize the reallocation of all remaining Measure E Funds from the Road Maintenance Project, CIP 16-01, to the 2017 Road Maintenance Project, CIP 17-03.

Adopted Resolution No. 6780, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2016 ROAD MAINTENANCE PROJECT, CIP 16-01 AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION AND APPROVE REALOCATION OF REMAING MEASURE E AND WATER ENTERPRISES FUNDS FROM THE 2016 ROAD MAINTENANCE ROAD PROJECT, CIP 16-01 TO THE 2017 ROAD MAINTENANCE PROJECT, CIP 17-03.

5. [17-120](17-120) SUBJECT: Increase the FY 2016/2017 Vehicle Replacement Budget by $96,046.08 and Authorize the Purchase of Two New Vehicles and One Replacement Truck

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing a $96,046.08 Increase to the Vehicle Replacement Budget and the Purchase of Three Vehicles.

Adopted Resolution No. 6781, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A $96,046.08 INCREASE TO THE VEHICLE

REPLACEMENT BUDGET AND THE PURCHASE OF THREE VEHICLES.

6. 17-138 SUBJECT: Main Street/Cleveland Street Signal Intersection Improvement Project, CIP 11-27; Final Acceptance and Notice of Completion

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Main Street/Cleveland Street Signal Intersection Improvement Project, CIP 11-27 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 6782, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE MAIN STREET/CLEVELAND STREET SIGNAL INTERSECTION IMPROVEMENT PROJECT, CIP 11-27 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

7. 17-188 SUBJECT: Approve Consultant Agreement for Construction Management and Inspection Services for Improvements associated with Spring Lake Central Phase 1and Phase 2 Subdivisions

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of $250,530 for Spring Lake Central Phase 1 and Phase 2 Subdivisions; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

Adopted Resolution No. 6783, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVING AN AGREEMENT WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

8. 17-12 SUBJECT: Authorizing Investment of Monies in the Local Agency Investment Fund

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Investment of Monies in the Local Agency Investment Fund.

Adopted Resolution No. 6784, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND.

Mayor Pro Tem Fernandez asked that Item No. 2 be pulled from the Consent Calendar for discussion. He also made a favorable comment regarding Items No. 3, 4 and 6 indicating that all projects were under budget and felt that was fantastic work.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member

Stallard and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 8.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

Mayor Pro Tem Fernandez pulled Item No. 2 to discuss the arrest of homeless individuals and the need to find a solution to homelessness.

On a motion by Council Member Rodriguez, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Item No. 2.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

H. PUBLIC HEARINGS

9. 17-14

SUBJECT: Appeal of Planning Commission Decision Upholding Zoning Administrator Interpretation Regarding Use of 352 and 360 West Kentucky Avenue

Recommendation for Action: Staff recommends that the City Council:
(1) Conduct a public hearing; and
(2) Adopt Resolution No. _____, Denying the Appeal of the Planning Commission's December 15, 2016 Decision Upholding the City of Woodland Zoning Administrator's Interpretation Regarding the Legal Nonconforming Industrial Use on 1.213 acres at 352 and 360 West Kentucky Avenue in the Single Family Residential Zone

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried on a 4-1 vote, Council Members adopted Resolution No. 6785, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DENYING THE APPEAL OF THE PLANNING COMMISSION'S DECEMBER 15, 2016 DECISION UPHOLDING THE CITY OF WOODLAND ZONING ADMINISTRATOR'S INTERPRETATION REGARDING THE LEGAL NONCONFORMING INDUSTRIAL USE ON 1.213 ACRES AT 352 AND 360 WEST KENTUCKY AVENUE IN THE SINGLE FAMILY RESIDENTIAL ZONE.

Ayes: 4 - Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

Nayes: 1 - Mayor Barajas

I. REPORTS OF THE CITY MANAGER

10. 17-0313

SUBJECT: Approve Resolution for Exception to the CalPERS 180-day Wait Period for Retired Annuitant -Police Chief.

Recommendation for Action: Staff recommends that the City approve the Resolution No. _____, for exception to the CalPERS 180-day Wait Period for Retired Annuitant -Police Chief.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6786, RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GC sections 7522.56 & 21221(h).

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

11. 17-195

SUBJECT: Award Construction Contract for Kentucky Avenue Widening and Complete Streets Project, CIP 04-07

Recommendation for Action: Staff recommends that the City Council:
1. Adopt Resolution No. _____, to award the construction contract to A. Teichert & Son, Inc. in the amount of $8,763,102.00 for the base bid plus Deductive Alternates C, D, E, and I for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, authorize a contract contingency up to 15%, and authorize the City Manager to execute the construction contract and change orders; and
2. Authorize the reallocation of $415,000 of Water Enterprise Funds from the FY18 Budget for the Water System Leak Detection and Repairs Project, CIP 09-23, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water utility improvements that are not federally reimbursable; and
3. Appropriate $530,000 of additional Measure E Funds to the Project; and
4. Approve a consultant services agreement for construction management, inspection, and testing services with Unico Engineering, Inc., in the amount of $1,337,320.12 for the Project and authorize the City Manager to execute the agreement and amendments as necessary up to 15% of the agreement amount.

On a motion by Mayor Barajas, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6787, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REALLOCATING $415,000 OF WATER ENTERPRISE FUNDING, APPROPRIATING $530,000 OF ADDITIONAL MEASURE E FUNDING AND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT, CIP 04-07.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

12. 17-315

SUBJECT: Fiscal Year 2016/17 Mid-Year Budget Update

Recommendation for Action: Information purposes only; no action required.

Received an update on the Fiscal Year 2016/17 Mid-Year Budget.

13. 17-316

SUBJECT: Fiscal Year 2016/17 Mid-Year Budget Amendments

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the amendments to the Fiscal Year 2016/17 Budget totaling $391,910.

On a motion by Council Member Stallard, seconded by Council Member Fernandez and carried unanimously, Council Members adopted Resolution No. 6788, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2016-2017 ANNUAL BUDGET.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

14. 16-855 SUBJECT: YMCA Fitness and Wellness Center Use Agreement Amendment

Recommendation for Action: Staff recommends that the City Council receive an update on the YMCA Fitness and Wellness Center and authorize the City Manager to execute a contract amendment to the existing use agreement to include a monthly subsidy of $1,500 (or $18,000 per year).

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6789, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE YMCA FITNESS AND WELLNESS CENTER USE AGREEMENT.

Council Member Stallard made a suggestion that staff have the option of subsidizing those individuals that are low-income and can't afford the fees. This would be left at staff's discretion.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

J. ADJOURNED AT 8:13PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

2.

File #: 17-0334, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Commission on Aging Meeting Minutes for January 12, 2017

Recommendation for Action: Staff recommends that the City Council receive the January 12, 2017 Commission on Aging Minutes that were approved on February 16, 2017.

Staff Contact

Dallas Tringali, Community Services Program Manager, 661-2005, Dallas.tringali@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the January 12, 2017 Commission on Aging Minutes that were approved on February 16, 2017.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

Attachments: January 12, 2017 Commission on Aging Meeting Minutes

Regular Meeting Minutes

January 12, 2017

Call to Order

Meeting convened at 3:03 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Campbell presiding.

Roll Call

Commissioners Present:	Campbell, Wheeler, Parker
Absent	
Staff:	Tringali, Haynie

Pledge of Allegiance

Consent Item

November 17, 2016 Minutes

Commissioner Wheeler made the motion to accept the November 17, 2016 minutes as written; Commissioner Parker seconded the motion. 3/0

Communication-Commission/Staff Statements and Requests

Commissioner Parker thanked St. Johns for hosting Elderly Nutriention Program lunch during the Community & Senior Center closure.

New Business

Consider Commissioner Requests for Excused Absences for Future Meetings

No requests for excused absences. Commissioners are not supportive of the policy to request absences from meetings to be considered an excused absence. Chair Campbell would like a copy of the Commissioner Absence Policy.

Regular Calendar

Work Plan

Commission tabled Work Plan update until new commissioner is appointed.

Annual Report to Council

Report to Council in May 2017, Regan Overholt has offered to help with the report.

Speaker Series

Tringali reported that Citizens Who Care program provides one-on-one support for area seniors in times of struggle. Citizens Who Care is recruiting volunteers 55 and older to be screened and trained for this program. This training session takes place on four consecutive Tuesdays at 3:00 p.m.

Handicap parking at front of WC&SC

Chair Campbell stated that he was still talking with the Mayor and Skip Davies about the need for additional handicap parking at the Woodland Community & Senior Center.

Senior Resource Fair May 25, 2017

Tringali stated that staff would send out letters to past vendors in January 2017.

Report of the Staff

Senior Center Report

Tringali reviewed the next upcoming event Dinner & a Movie. Cost is $20 or $10 plus $10 for SCI annual membership. ReXpo and the Senior Art Show will be on March 3, 2017 the 10th birthday of the Woodland Community & Senior Center.

Facility Update, Senior Issues

During the holiday closure both gyms were resurfaced. Staff has scheduled repairs to the kitchen roof and replacement of the scoreboards. Chair Campbell asked for an update on the Boxing Program. Tringali explained that staff is still looking at the different options with more meetings scheduled.

Public Comment-None

Business Items for Next Meeting
Minutes
Consider Commissioner Requests for Excused Absences from Future Meetings
2017 Work Plan
Speaker Series
Handicap parking
Senior Resources Fair May 25, 2017
Senior Center Report
Facilities update
Next Meeting Date February 16, 2017

Adjourn

Commissioner Parker made the motion to adjourn the meeting at 3:36 p.m., Commissioner Wheeler seconded the motion, and motion carried 3/0.

Respectfully submitted,

Cathy Haynie, Administrative Supervisor
Community Services Department

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

3.

File #: 17-0335, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Parks & Recreation Commission Meeting Minutes for January 23, 2017

Recommendation for Action: Staff recommends that the City Council receive the January 23, 2017 Parks & Recreation Commission Minutes that were approved on February 27, 2017.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the January 23, 2017 Parks & Recreation Commission Minutes that were approved on February 27, 2017.

Prepared by: Kris Bain, Community Services Program Manager

Paul Navazio, City Manager

Attachment: January 23, 2017 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, January 23, 2017

City Hall – 300 First Street – Council Chambers

Call to Order

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:30 p.m. on Monday, January 23, 2017 in the Council Chambers at City Hall.

Pledge of Allegiance
Roll Call

Commission Members Present:

Commissioner Carla White-Snyder
Chair Jesse Salinas
Commissioner Leigh Ann Hartman
Vice Chair Jon-Paul Valcarenghi
Commissioner Romero

Commission Member Absent:

Staff Present:

CSD Director Engel
CSD Analyst Halcon
CSD Manager Bain
CSD Superintendent Schroeder

Public Comment
Bruce Jacks voiced his concerns with gophers in City parks.
James Voorhees encouraged Commissioners to consider recommendation for naming of park.

Communication-Commission/Staff Statements and Requests
Commissioner Miller thanked staff for the removal of the rotted wood in the workout stations at Woodside Park and if there was a plan to replace the stations. Engel responded not at this time.

Presentation
Ken Trott presented the annual report for the Woodland Tree Foundation.
Sacramento Junior Tennis Fund presented the City of Woodland with a check for $1,800.

Committee Reports

Facilities Committee

Commissioner Romero requested to extend the park naming deadline. Commissioner Salinas would like to find gender balance in park naming, encourage more community input of recommendations. Remove Commissioner Miller from the Finance Committee.

Consent Calendar

October 24, 2016 Minutes

Action:

Romero/Miller seconded to approve October 24, 2016 minutes.
Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Hartman, Valcarenghi, Romero
Noes: none

Other Business

Consider Commissioner Requests for Excused Absences from Future Meetings

Commissioner Hartman requested off for the February 27th. Commissioner Miller requested off for the June 26th meeting.

Action:

Commissioner Romero/Commissioner Miller seconded to excuse the requested meeting absences.
Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Hartman, Valcarenghi, Romero
Noes: none

Approve Legacy Grove Proposal

Action:

Commissioner White-Snyder/Commissioner Valcarenghi seconded to approve the Legacy Grove Proposal.
Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Hartman, Valcarenghi, Romero
Noes: none

Approve Arbor Day Celebration on March 18, 2017

Action:

Commissioner Valcarenghi/Commissioner Miller seconded to approve the Arbor Day Celebration.
Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Hartman, Valcarenghi, Romero
Noes: none

Staff Reports

Community Services Report

Staff reported to the commission of the upcoming public meetings, Aquatic Feasibility Public Meeting on February 1 at 6 pm and the Hiddleson Pool and Park conversion meeting on February 8 at 6 pm. Engel updated the commission that the City continues to explore options for the boxing program and finding the best solution for all parties. Staff has submitted a concept proposal for a Cal Fire Grant for the preparation of an urban forest management plan and planting 1,200 trees over the next three years. Engel reported at City Council meeting on January 17, 2017, the council awarded the construction contract for Rick Gonzalez Park and approved the plans and will move forward for bid for the “N1” park. Schroeder reviewed the accomplishments of the work at Ferns Park with funds provided by the John & Eunice Davidson Fund: drinking foundations repaired, the poured in place rubber removed and replaced with wood fiber, the play structure painted and two new play features. Engel noted that Ferns Park is also the pilot program for a P.O.P. (Problem Oriented Policing) program to improve the safety at the park. The Dog Park had engineered wood fiber replace the mud and there have been no complaints from the public. Bain provided an update about the Martin Luther King Jr. event held on January 16 and reminded the commissioners about the upcoming ReXpo on March 3.

Action: Received

Next Meeting February 27, 2017

Adjourn 8:17 p.m.
Action: White-Snyder/ **Romero** seconded to adjourn the meeting.
Motion carried by the following roll call vote:
Ayes: Salinas, Valcarenghi, Hartman, White-Snyder, Romero
Noes: none

Legislation Text

4.

File #: 17-0344, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of October 27, 2016, December 1, 2016 and December 15, 2016.

Staff Contact
Debbie Flemmer, Administrative Clerk, Community Development Department

Paul Navazio

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - October 27, 2016 Meeting Minutes
Attachment B - December 1, 2016 Meeting Minutes
Attachment C - December 15, 2016 Meeting Minutes

City of Woodland Planning Commission
c/o Community Development Department
300 First Street
Woodland, CA 95695

530-661-5820

City of Woodland

Meeting Minutes - Final

Planning Commission

Thursday, October 27, 2016 **6:30 PM** **Council Chambers**

A. Call to Order

Meeting was called to order at 6:46 pm.

Staff present:
Stephen Coyle, Deputy Director
Cindy Norris, Principal Planner
Erika Bumgardner, Senior Planner
Bruce Pollard, Senior Civil Engineer

B. Roll Call

Present 4:
Vice Chairman Chris Holt, Commissioner Lizarraga, Commissioner Fred Lopez and Commissioner John Murphy

Absent 3:
Chairman Kirby Wells, Commissioner Steve Harris and Elodia Ortega-Lampkin

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

Vice Chairman Holt gave a brief verbal report on his committee activities.

F. Communications from the Public

G. Approval of Minutes

16-787 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of October 6, 2016.

Attachments: A - October 6, 2016 Meeting Minutes

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to approve the Planning Commission Meeting minutes of October 6, 2016. The motion was carried by following vote:
Ayes: Vice Chairman Holt and Commissioners Lizarraga, Murphy and Lopez

H. Public Hearing

16-766 Oakland Pallet Conditional Use Permit: Request for a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on an existing 9-acre site located at 109 Pioneer Avenue (APN 027-370-023) in the Industrial Zone.

Location: 109 Pioneer Avenue

Applicant/Owner: Sixty Four Holdings, LLC

Environmental Report: CEQA Class 1 Categorical Exemption

APN: 027-370-023

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Approval with Conditions

Attachments: 1 - Conditional Use Permit Resolution & EXH A & B
2 - General Application and Plan Set

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to approve the Oakland Pallet request of a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on an existing 9-acre site located at 109 Pioneer Avenue (APN 027-370-023) in the Industrial Zone. The motion was carried by the following vote:
Ayes: Vice Chairman Holt and Commissioners Harris, Lizarraga and Murphy

16-664 Spring Lake Specific Plan, Oyang North (PLNG15-00046) - Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area.

The General Plan Amendments include:
1. Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and

2. Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density

Residential).

The Specific Plan Amendments include:
1. Rezone and reduction in acreage of the 8.2 acre, R-15/Multifamily (15 du/ac) site to 4.6 acres of R-25/Multifamily; and

2. Rezone of the 18.8 acre, R-5/Single Family (5 du/ac) site to 13.9 acres of R-5/Single Family and 7.7 acres of R-8/Single Family (8 du/ac).

Tentative Subdivision Map #5091 will provide 112 single family residential lots and one (1) multi-family parcel, as follows:
1. 13.9 acres of R-5, Single Family - 60 single family lots
2. 7.7 acres of R-8, Single Family - 52 single family lots
3. 4.6 acres of R-25, Multi-family - min. 112 residential units

Location: The subject property (28.5 acres) is located at the southwest corner of East Gibson Road and Harry Lorenzo Avenue (APN 041-070-063). The property is bound by East Gibson Road to the north, Farm Road to the south, Harry Lorenzo Avenue to the east, and State Highway 113 to the west.

Applicant/Owner: Bayless & Hicks (Applicant); Pan Pacific Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum prepared June 2016).

APN: 041-070-063

Project Planner: Erika Bumgardner, Senior Planner; Cindy Norris, Principal Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: 1 - Planning Commission Resolution Including a-d
2 - Draft Development Agreement
3 - CEQA EIR Addendum
4 - Project Application and Justification Statement
5 - Tentative Subdivision Map Plan Set

A motion was made by Commissioner Lopez and seconded by Commissioner Lizarraga to adopt Resolution 16-17, recommending the City Council approve Spring

Lake Specific Plan, Oyang North (PLNG15-00046) A request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area.

The motion was carried by the following votes:
Ayes: Vice Chairman Holt and Commissioners Lizarraga, Lopez and Murphy

16-789

Spring Lake Specific Plan, Oyang South (PLNG15-00047) - Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area as follows.

The General Plan Amendment includes:
1. Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

The Specific Plan Amendment includes:
1. Rezone of the 4.5 acre, R-25/Multifamily (25 du/acre) site and the remaining 64.4 acre, R-3/Single Family (3 du/acre) site to 28.3 acres of R-3/Single Family (3 du/acre) and 49 acres of R-4/Single Family (4 du/acre).

The Tentative Subdivision Map #5092 will provide 250 single family residential lots, as follows:
1. 28.3 acres of R-3, Single Family - 82 single family lots
2. 49 acres of R-4, Single Family - 168 single family lots

Location: The subject property (77.3 acres) is located at the southeast corner of Marston Drive and Harry Lorenzo Avenue (APN 042-030-034). The property is bound by Marston Drive to the north, Road 25A to the south, Harry Lorenzo Avenue to the west, and the Heritage Remainder Area Phase I (Meritage Homes/Mayfair development) residential neighborhood to the east.

Applicant/Owner: Bayless & Hicks (Applicant); Himalaya Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum, prepared June 2016).

APN: 042-030-034

Project Planner: Erika Bumgardner, Senior Planner; Cindy Norris, Principal Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: 1 - Planning Commission Resolution including a-d

2 - Draft Development Agreement

3 - CEQA EIR Addendum

4 - Project Application and Justification Statement

5 - Tentative Subdivision Map Plan Set

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to adopt resolution PC 16-18 recommending the City Council approve Spring Lake Specific Plan, Oyang South (PLNG15-00047), Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area, including the request to an amendment to Condition of Approval No. 75, requiring the applicant/owner notice and hold a meeting for public input on the traffic plan prior to the project first final map.
The motion was carried by the following votes:
Ayes: Vice Chairman Holt and Commissioners Lizarraga, Lopez and Murphy

I. Business Items

J. Staff or Commissioner Comments

K. Adjournment

Meeting was adjourned at 8:58 pm.

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

City of Woodland Planning Commission
c/o Community Development Department
300 First Street
Woodland, CA 95695

530-661-5820

City of Woodland

Meeting Minutes - Final

Planning Commission

Thursday, December 1, 2016 **6:30 PM** **Council Chambers**

A. Call to Order

Meeting was called to order at 6:30 p.m.

Staff present:
Cindy Norris, Principal Planner
Jeff Ballantine, Associate Planner

B. Roll Call

Present 6:
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Elodia Ortega-Lampkin arriving late.

Absent 1:
Commissioner Steve Harris

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

16-843 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of October 20, 2016.

Attachments: A - October 20, 2016 Meeting Minutes
B – October 20, 2016 Comment Hearing Staff Notes

A motion was made by Commissioner Lizarraga and seconded by Vice Chairman

Holt to approve the minutes and staff notes of the October 20, 2016 Planning Commission meeting. The motion was carried by the follow vote.
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Lizarraga, Lopez and Murphy.
(Commissioner Ortega-Lampkin not present at the time of the vote)

16-844 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission receive the Staff meeting notes of the Planning Commission meeting of September 1, 2016.

Attachments: A - Staff Notes of Woodland PC GP Meeting 9-1-16

A motion was made by Commissioner Lizarraga and seconded by Vice Chairman Holt to approve the staff notes of the September 1, 2016 Planning Commission Meeting. The motion was carried by the following vote.
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Lizarraga, Lopez, Murphy and Ortega-Lampkin.

H. Public Hearing

16-834 Dutch Brothers Conditional Use Permit/Design Review: Request for a Conditional Use Permit to allow the construction of an 800 square foot drive-thru coffee kiosk on 0.81 acres at 2030 Trade Court in the Entry Overlay - Highway Commercial Zone.

Location: 2030 Trade Court

Applicant/Owner: Alan Chambers, Third Shoe Inc. / Hiten Suraj, Q Investments LLC

Environmental Report: Class 3 Categorical Exemption (CEQA Guidelines, §15303)

APN 027-851-003

Project Planner: Jeff Ballantine, Associate Planner and Chase Dariso, Planning Intern

Staff Recommendation: Approval with Conditions

Attachments: 1 - Resolution & EXH A & B
2 - General Application
3 - Supplemental Plans

A motion was made by Commissioner Lizarraga and seconded by Commissioner Murphy to approve the request of a Conditional Use Permit/Design Review by Dutch Brothers to allow the construction of an 800 square foot drive-thru coffee kiosk (827 square foot with restroom facilities) on 0.81 acres at 2030 Trade Court. The motion was carried by the following vote.

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Lizarraga, Lopez, Murphy and Ortega-Lampkin

I. Business Items

16-841 SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the Planning Commission receive the Long Range Calendar for informational purposes only.

Attachments: A - Planning Commission Long Range Calendar Prepared 11-21-16

Long Range Calendar presented by Cindy Norris as information and open to discussion.

J. Staff or Commissioner Comments

Commissioner Marco Lizarraga mentioned that he may not be attending the December 15, 2016 meeting.

K. Adjournment

Meeting was adjourned at 6:53 p.m.

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695

530-661-5820

City of Woodland

Meeting Minutes - Draft

Planning Commission

Thursday, December 15, 2016 **6:30 PM** **Council Chambers**

A. Call to Order

Meeting was called to order at 6:31 p.m.

Staff present:

Cindy Norris, Principal Planner
Jeff Ballantine, Associate Planner
Kara Ueda, City Attorney

B. Roll Call

Present 6:
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Eloida Ortega-Lampkin

Absent 1:
Commissioner Marco Lizzaraga

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

H. Public Hearing

16-861 SUBJECT: Appeal of Zoning Interpretation for 352 and 360 West Kentucky Avenue

DATE: December 15, 2016

INTRODUCTION
The purpose of this item is to consider an appeal of a Zoning Interpretation issued by the Zoning Administrator (Community Development Director) for the property located at 352 and 350 West Kentucky Avenue (the "Property"). On September 20, 2016, the Zoning Administrator issued an interpretation regarding the Property, which was subsequently appealed to the Planning Commission by Lewis and Nicole Dennis. The Zoning Interpretation concerned the then-current use of the Property by 4Z Welding. Since the time Mr. and Mr. Dennis filed the appeal, 4Z Welding decided not to renew its lease with the Property owner, and the Property now appears to be vacant. It is staff's position that due to the current status of the Property and the highly fact-specific nature of nonconforming use provisions (as explained further below), the Zoning Interpretation issued by the Zoning Administrator is moot. As of this time, it is unknown how the owner may desire to use the Property, but a new proposed nonconforming use would be separately evaluated by City staff.

Attachments:
1 - Zoning Interpretation
2 - 352 W Kentucky - Appeal
3 - 4z Welding Business License Approval 2012
4 – Letters of Support of Appeal
5 - Letter From 4Z Welding
6 - North Park Unit No. 6 Subdivision
7 - Mun. Code Section 25-21-55, Nonconforming Uses
8 - Resolution

A motion was made by Vice Chairman Holt and seconded by Commissioner Lopez to adopt resolution PC16-20 to deny Appeal of Zoning Interpretation for 352 and 360 West Kentucky Ave. The motion was carried by the following vote.
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez and Ortega-Lampkin
Nos: Commissioner Murphy

I. Business Items

J. Staff or Commissioner Comments

Cindy briefed Commission of upcoming agenda items and projects.

K. Adjournment

Meeting was adjourned at 7:52 p.m.

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

Legislation Text

5.

File #: 17-0346, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Presentation - Winter Family Homeless Rotating Shelter Pilot Program and Recognition of Volunteers and Host Sites

Recommendation for Action: Staff recommends that the City Council receive an update on the winter family homeless rotating shelter pilot program and recognize the volunteers and host sites that participated in the program.

Staff Contact

Christine Engel, Community Services Director - 530-661-2000, christine.engel@cityofwoodland.org

Fiscal Impact

This update and recognition results in no fiscal impact.

Background

On January 17, 2017, the City Council approved the City's participation in a winter family homeless rotating shelter pilot program as part of a collaborative effort with Woodland faith-based organizations, Yolo County, and Fourth and Hope. This project originated from discussions of the City Council Homeless Subcommittee.

The shelter was operated from February 5 - February 19, 2017. While only one to two families were served, the pilot program was a valuable experience that helped the volunteers, congregations, and staff better understand how to operate a winter shelter for a longer period of time. After the conclusion of the pilot program, there was a consensus by all involved to continue to plan for operating a winter shelter for families for winter 17/18 for an 8 - 12-week period. Planning meetings for winter 17/18 will commence in April 2017.

Discussion

The winter shelter operated from about 6 pm to 7 am daily for 14 days. Fourth and Hope provided intake services for shelter participants. After participants received dinner at Fourth and Hope, shelter volunteers transported them to the host site where they were received by volunteers. An overnight monitor from Fourth and Hope, funded through the County, was present at the shelter until 2 am. Volunteers were present at the shelter sites from 6 pm to 7 am.

This pilot program would not have been possible without Woodland Presbyterian Church and St. Luke's

Episcopal Church offering their sites for the shelter. Additionally, 54 volunteers participated in the program volunteering for tasks such as transporting shelter participants, setting up the shelter sites, transporting shelter supplies from one facility to the next, providing games and snacks to the participants, and being at the shelter for various times between 6 pm and 7 am. One volunteer, Katie Churchill, coordinated not only all of the volunteers at her church, Woodland Presbyterian, but also at the other host site. Additionally, she prepared the shelter manual and coordinated many other needed tasks to make the program a success. Ms. Churchill's hours of volunteer time dedicated to this program went above and beyond and clearly attributed to its success.

Pilot Program Summary

Shelter Locations

- February 5 - February 12: Woodland Presbyterian Church
- February 12 - February 19: St. Luke's Episcopal Church

54 Volunteers from the Following Organizations

- Woodland Presbyterian Church
- St. Luke's Episcopal Church
- Christian Church of Woodland
- St. John's United Church of Christ
- First Church of Christ Scientist
- LDS churches
- Woodland Muslim Mosque
- Luna Vista Rotary

Shelter Expenses

- Overnight Monitor (6 pm - 2 am) - $1,960 (County expense)
- Shelter Supplies and Other Expenses - $2,509 (City expenses; City budget of $3,000)
- Total Expenses: $4,470

Conclusion

Staff recommends that the City Council receive an update on the winter family homeless rotating shelter pilot program and recognize the volunteers and host sites that participated in the program.

Prepared by: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

6.

File #: 17-0366, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Recognize Yolo County Woman of the Year

Recommendation for Action: Staff recommends that the City Council receive a presentation from Senator Bill Dodd's office recognizing Meg Stallard as Yolo County Woman of the Year.

Staff Contact

Ana B. Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

In recognition of Women's History Month, local resident Meg Stallard has been honored as Yolo County Woman of the Year for the 3rd Senate District by Senator Bill Dodd.

Senator Dodd honored one woman from each of the counties he represents who have made significant contributions in their respective communities.

A representative from Dodd's office will be present to recognize Meg Stallard as Yolo County Woman of the Year.

Paul Navazio, City Manager

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

7.

File #: 17-0359, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Proclaim March 2017 as “Women’s History Month”

Recommendation for Action: Staff recommends that the City Council proclaim the month of March 2017 as “Women’s History Month”.

Staff Contact

Ana B. Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

Council is asked to show their support for Women’s History Month via issuance of a proclamation. This is the opportunity for the Council to recognize not just State and National women who have helped shape our Country, but also those of local importance in many areas of politics, education, local government, volunteer organizations and community involvement.

Paul Navazio

Paul Navazio, City Manager

Attachment

City of Woodland

DECLARING MARCH 2017 "WOMEN'S HISTORY MONTH" FOR
"Honoring Trailblazing Women in Labor and Business"

WHEREAS, American women of every race, class, religious and ethnic background have made significant contributions to the growth and strength of this country; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

WHEREAS, the theme for 2017 and the 37th anniversary of the Women's History Month celebration –"Honoring Trailblazing Women in Labor and Business" — honors women who have successfully challenged the role of women in both business and the paid labor force; and

WHEREAS, women have always worked, but often their work has been undervalued and unpaid; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE, the City Council of the City of Woodland proclaims the month of March 2017 as Women's History Month in the City, inviting all citizens to join them in recognizing the 37th anniversary celebration of Women's History Month and its theme of "Honoring Trailblazing Women in Labor and Business".

Dated March 21, 2017

____
Angel Barajas, Mayor

Enrique Fernandez, Mayor Pro Tem — Marlin "Skip Davies, Council Member

Xochitl Rodriguez, Council Member — Tom Stallard, Council Member

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

8.

File #: 17-0332, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Public Works Quarterly Status Report for the period of December 2016 through February 2017

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Staff Contact

Johanna Currie - Senior Management Analyst - 530-661-5902
Johanna.currie@cityofwoodland.org

Background

This quarterly status report covers the period of December 2016 through February 2017. The Report presents a summary of Service Requests and Work Orders received and created, and also contains a narrative description of major work performed and/or notable Department highlights.

Highlights of the Report

- Finalized agreement between PG&E and Conaway Preservation Group (CPG) in order to activate solar array located at the Water Pollution Control Facility (WPCF).
- Heavy Equipment Mechanic vacancies continue to impact production of the Fleet Shop as well as other City Departments.
- All underground wells are currently off or in "standby" position - the City is utilizing 100% surface water.
- Recycled Water project is 100% complete and recycled water is now being used by Biomass.
- Recycled water lab testing is now being performed 7 days per week.

Conclusion

Staff recommends that Council receive the Report and advise if they have any questions.

Prepared by: Johanna Currie, Senior Management Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment

Public Works Department

Quarterly Status Report

December 2016 through February 2017

Public Works

Service and Work Order Requests

For the Months of Dec 16 through Feb 17		
Division	**Service Requests**	**Work Orders**
Administration	420	-
Electrical	84	80
Environmental Services	341	-
Facilities	139	178
Fleet	-	392
Pretreatment	-	31
Sewer	85	305
Signs & Markings	7	150
Storm Drain	43	64
Streets	83	171
WPCF	-	100
Water	820	489
Grand Total	**2,022**	**1,960**

Service Requests – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a **'Service Request'** is generated. This builds a computerized record of all requests made.

Work Orders – A **'Work Order'** is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

Total for <u>Calendar</u> Year 2017 Through 2/28/17	
Service Requests	Work Orders
1,559	**1,279**

60 Working Days This Quarter = **34 Requests for Service per Day**

*Parks and Urban Forestry moved to Community Services Department as of 7/1/16. Parks and Urban Forestry figures will no longer be included in Public Works Quarterly report.

Environmental Services Division

The following were major projects this quarter:

- <u>Solar project</u> – Finalized terms of utility easement and lease amendment to enable PG&E to cross Conaway Preservation Group (CPG) canal with a power line; scheduling final PG&E work to connect Water Pollution Control Facility array to PG&E system.

- Solid waste – Continued outreach at apartment complexes to promote recycling. Worked with Waste Management on amending franchise agreement to add food waste collection service and rates.
- Energy – Continued exploration of Community Choice Energy (CCE) with the community-based CCE technical advisory committee.
- Water conservation – Planned and prepared materials for the March landscape design workshop, March Fix-a-Leak Week, and May water-wise landscape tour to be held in coordination with the Honey Festival. Continued customer leak notification and promotion of Aquahawk use.

Fleet & Facilities Division

- Facilities Services: The heating, ventilation and air conditioning (HVAC) preventative maintenance services agreement with Mesa Energy has been terminated as of February 1st, as we transition our HVAC services in-house. The additional Facilities Maintenance Worker III has proven to be a great benefit to the Facilities program; not only has there been a cost savings on HVAC repairs but there has also been a drop in backlog service requests from 65 to 36. Facilities staff has established a goal of having zero service requests over 30 days old by the end of April 2017.
- Fleet Services: Fleet Services will be filling one of two Heavy Equipment Mechanic vacancies in early March, pending a background investigation on the incumbent. We still have an outstanding vacant Heavy Equipment Mechanic and with a 450% turn-over rate (5 years) we still risk another turnover due to the below-market salary level. In the meantime, the Shop has a backlog of 27 Fire Department service requests, 10 regular vehicle requests, and 24 vehicles are overdue for preventative maintenance.

Right of Way Division

- Electrical: SCADA (Supervisory Control and Data Acquisition) Terminal Server The Electrical group is in the process of updating the SCADA servers to a new virtual platform. This project is needed to keep the systems reliable for operations and State and Federal reporting requirements. This project is roughly 95% complete.
- Sign & Markings: Retro-Reflectivity Program - Traffic signs provide important information to drivers at all times, both during the day and at night. To be effective, their visibility must be maintained and regulated. The California Manual on Uniform Traffic Control Devices (CAMUTCD) mandates that agencies establish and implement a method to maintain minimum levels of sign retro-reflectivity.

  To meet these standards, we are currently testing reflectivity of 50% of regulatory signs, 30% warning signs, and 20% of guide signs from each area of the City. This testing will provide the baseline for maintenance scheduling and budgetary needs. The project is roughly 95% complete for FY 16/17.
- Sign & Markings: Overhead Sign Replacements - The Signs & Markings group is in the process of replacing 8 selected intersection overhead street name signs. This project is necessary due to the loss of reflectivity value of the designated sign areas.

Once this project is complete, the entire City's overhead sign inventory will meet the current CAMUTCD reflectivity standards. This project has been underway as of December 2013 and we have set a targeted completion date of January 2018. We are roughly 50% complete with this portion of the project.

- Streets: 2017 Seal Project - In preparation for the 2017 seal project in Zones 12 and 13, the Street group has continued routine maintenance in these areas. To date, the Street group has crack-sealed 90% of both of these zones and is in the beginning stages of skin paving and base repairs.
- Streets: Sidewalk Trip Hazard Removal- This past quarter the Streets Group has contracted the removal of trip hazards to Precision Concrete Cutting. The area focused on was 3rd to 6th between Lincoln and Cross. This project area was selected due to high volume foot traffic and trip hazards created by City trees. We removed roughly 425 trip hazards in this area.

Utilities - Sewer and Storm Division

- The Wastewater Collections Crew has logged 445 hours of vehicle downtime within the last quarter on our High Velocity/Vacuum Cleaning (HVVC) units due to mechanical breakdown (lack of any Heavy Equipment Mechanics played a role here) and approximately 64 hours due to staffing. We have also logged 347 hours of down time due to staffing on our Closed Circuit Television (CCTV) units as well as 83 hours due to breakdown. This poses a problem as we are mandated through our Sanitary Sewer Master Plan (SSMP) & Municipal Separate Storm Systems (MS4) permits to clean and televise a certain percentage of mainline per year. We have recently made conditional job offers for the 2 vacant UMW I/II positions and are awaiting background clearance.
- Wastewater Collections Group has completed 1 sewer main repair totaling 9 ft. of new pipe. We have replaced 14 sewer laterals totaling approximately 350 ft. of new lateral pipe.
- HVVC has cleaned 46,234 ft. of sewer pipe; CCTV has captured 18,360 ft. of mainline sewer pipe
- This past quarter, Wastewater Collections crews have rodded 21 laterals for a total 556 ft., including 2,721 ft. of push camera inspections on laterals.

Utilities - Water Production and Distribution Division

- Surface water – The new Regional Water Treatment Facility (RWTF) started water production in June 2016. The water distribution system currently distributes 100% Surface Water to customers.
- Wells – All groundwater wells are currently off or in the "standby" position. Wells 17, 18, & 20 are completely disconnected from our system; Wells 10 & 13 are scheduled to be disconnected from our system in the next couple of weeks.
- New Aquifer Storage and Recovery (ASR) Wells #29 & #30 are currently under construction. Well 28 will begin its trial injection testing on Monday, February 28th and will continue for a couple of months.

- Distribution Division - Recycled Water – 100% complete; currently producing water to our largest customer, Biomass.
- Water Quality - We have not made much progress on finding the actual root of the problem. Our consultants have many different opinions as to what the next steps should be. We will continue to work through this process.
- Water Main Breaks - 25
- Water Quality Calls - 56

Wastewater Operations Division
Laboratory

- With the laboratory now fully staffed, we are cutting back on the amount of work sent to commercial labs.
- We are testing for coliform bacteria 7-days/week in support of the recycled water project.
- Provided for Groundwater Monitoring for the first quarter of 2017

Pretreatment

- Provided Local Limits Monitoring for the first quarter of 2017
- Planned and arranged for Significant Industrial User monitoring
- Received CityWorks training
- Pretreatment staff are continuing with post-storm event sample collection.
- Staff will attend the California Water Environment Association (CWEA) Pretreatment Conference from 2/27/17– 3/1/17.
- Continuing work on incorporating record keeping for stormwater data in to the Water Information Management Solution (WIMS) database.

Regulatory Compliance

- Prepared & submitted monthly, quarterly, and annual reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continuing to work through the Toxicity Reduction Evaluation (TRE) study process in conjunction with our consultant and the Board.
- The City will participate in a Central Valley Clean Water Association (CVCWA) special study on low-level toxicity starting in early 2017.
- Continuing to monitor and comment on proposed changes to the Environmental Laboratory Accreditation Program (ELAP) via our participation, along with other member agencies, in the CVCWA Laboratory Committee.

Water Pollution Control Facility:

- Aeration Project – The contractor is actively working on punch-list items to finish out the project. Plant staff is working on Standard Operating Procedures (SOP's) for new equipment and learning to operate the new process. After inspecting Aeration Basin 4, it was determined that the bar screens are removing an acceptable amount of screenings from the influent thru the 6 MM bands and not causing a buildup of materiel in the aeration basin. Work has been completed on two process diversion valves that allow us to control flow to the ponds from the filter pump station should the process not be performing up to expectations and permit limits; final testing of the programing should be completed early March 2017.

- Alkalinity addition - With the City switching over to surface water, the need for adding alkalinity to the wastewater treatment process to keep the biology heathy and happy was identified early on in the project; completion of the facility has allowed staff to adjust the alkalinity and stabilize the PH leaving the plant. The addition of Magnesium Hydroxide for added alkalinity has helped the plant staff to maintain effluent PH to stay within NPDES regulatory limits.

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

9.

File #: 17-0324, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Approve Consultant Agreement with West Yost Associates, Inc. to provide design services for the North Regional Pond and Pump Station, CIP 17-21, and appropriate project funding

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to:

1) Create a new capital project, the North Regional Pond and Pump Station Project, CIP 17-21; and
2) Appropriate $4,000,000 from the Spring Lake offsite improvement fund to CIP 17-21; and
3) Appropriate $4,000,000 from Spring Lake bond refunding proceeds to CIP 17-21; and
4) Execute a consultant agreement with West Yost Associates, Inc. for design services for the North Regional Pond and Pump Station in the amount of $685,604; and
5) Approve a design contingency of 10% for an amount of $68,500.

Staff Contact

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact

This South Urban Growth Area Storm Drainage Facilities Master Plan (SUGA-SDFMP) project was originally included in the approved Capital Improvement Program Budget as CIP #11-13, with a total project budget of $2,000,000, funded from the Spring Lake Infrastructure Offsite Improvement Fund. The master plan work is largely completed for a cost of approximately $450,000. At project completion, all project funds will be returned to the fund balance. The first storm water construction project associated with the master plan update will be the design of the North Regional Pond and Pump Station. It is anticipated that the design and construction of the storm drainage facilities will cost approximately $8,000,000. This project is the most significant of the projects recommended by the master plan, and is the only remaining drainage project that Spring Lake is required to construct.

While the Spring Lake development community is required to advance the funding for construction of this facility, the Spring Lake financing plan includes an allowance for repayment of fair share amounts from other development areas based on those that benefit from this improvement. Other development areas that will benefit from this improvement (and be obligated to pay for their fair share of its cost) include the Master Plan Remainder Area/SP-1 and the development area east of CR 102.

There is no impact to the General Fund.

Background

The City has been updating the SUGA-SDFMP over the past few years. The report was last revised in February 2006. This update was necessary to account for changes in hydrology, to include the changed land use due to the passage of the City's urban limit line and to determine the most economical improvements to meet the storm drainage needs of the south urban growth area.

The SPFMP evaluated several alternative drainage facilities and determined that converting an existing unused pond to storm water detention and construction of a storm drainage pump station would be the most cost effective approach. Continued development within the SUGA, which includes Spring Lake, has reached the point that the first phase of the storm drainage facilities needs to be designed and constructed.

Discussion

The North Regional Pond is located just north of the City's Water Pollution Control Facility (WPCF). The pond was formerly used as part of the WPCF operations until the mid-1980's. The SDMFP identifies the North Regional Pond as a storm drainage mitigation feature for Spring Lake. The pump station replacement will be located on the south side of East Main Street at the South Canal. There is currently a pump station at this location although it has not been in an operable condition for the last 5-10 years. Staff and the City's consultant evaluated the reuse of this facility and determined that it was less expensive to replace the pump station than to try to upgrade the existing facility.

West Yost was selected through a competitive process. Staff issued a Request for Proposals for the project and received six proposals. The proposals were reviewed and ranked and the top three firms were interviewed. West Yost received the highest ranking in both the proposal and interview stages of the selection process. The West Yost team is very familiar with the site and includes an expert on environmental permitting and landscape restoration. The schedule anticipates completion of design in late 2017 and construction of the facilities in the 2018 construction season.

The engineering design contract with West Yost includes the engineering design services required to prepare final plans and specifications and provide assistance during bidding and construction. The design services generally include:

- Project Management
- Preparation of a Preliminary Design Report
- Preparation of plans and specifications
- Assistance with permitting and regulatory compliance.

Future project phases include the addition of 5 mm screens at the pump station and the addition and replacement of the culverts through the Yolo Bypass West Levee to increase the capacity to discharge storm water. Both of these future phases would likely be required of development beyond Spring Lake.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to:

1) Create a new capital project, the North Regional Pond and Pump Station Project, CIP 17-21; and

2) Appropriate $4,000,000 from the Spring Lake offsite improvement fund to CIP 17-21; and
3) Appropriate $4,000,000 from Spring Lake bond refunding proceeds to CIP 17-21; and
4) Execute a consultant agreement with West Yost Associates, Inc. for design services for the North Regional Pond and Pump Station in the amount of $685,604; and
5) Approve a design contingency of 10% for an amount of $68,500.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution for West Yost Associates Contract
Attachment B - West Yost Associates proposal

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSULTANT AGREEMENT WITH WEST YOST ASSOCIATES, INC TO PROVIDE DESIGN SERVICES FOR THE NORTH REGIONAL POND AND PUMP STATION, CIP 17-21.

WHEREAS, the City of Woodland wishes to enter into a consultant agreement with West Yost Associates, Inc. (West Yost) for an amount of up to $685,604.; and

WHEREAS, the City Council wishes to approve a contingency of up to 10% ($68,500.00); and

WHEREAS, the City of Woodland wishes to create the North Regional Pond and Pump Station Project, CIP #17-21; and

WHEREAS, the City of Woodland wishes to appropriate $4,000,000 from the Spring Lake offsite improvement fund balance to the North Regional Pond and Pump Station Project, CIP #17-21; and

WHEREAS, the City of Woodland wishes to appropriate $4,000,000 from the Spring Lake bond refunding proceeds to the North Regional Pond and Pump Station Project, CIP #17-21; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the consultant agreement with West Yost Associates, Inc. in the amount of $685,604.00 and approves a ten (10%) percent construction contingency in the amount of $68,500. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby creates a new project, the North Regional Pond and Pump Station Project, CIP #17-21.

Section 3. The City Council hereby approves an appropriation of $4,000,000 in FY 17 from the Spring Lake bond refunding proceeds to North Regional Pond and Pump Station Project, CIP #17-21.

Section 4. The City Council hereby approves an appropriation of $4,000,000 in FY 18 from the Spring Lake offsite improvement fund balance to the North Regional Pond and Pump Station Project, CIP #17-21.

Section 5. Copies of the Consultant Agreement for Engineering Design Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

WEST YOST
ASSOCIATES
Consulting Engineers

March 1, 2017 SENT VIA: EMAIL

Mr. Christopher Fong
Senior Associated Civil Engineer
City of Woodland
300 First Street
Woodland CA 95695

SUBJECT: Scope of Work and Fee—Engineering Services for North Regional Pond and Pump Station Design (CIP #11-13)

Dear Chris:

West Yost is pleased to be selected to provide design services for the North Regional Pond and Pump Station Project. As requested, we have revised our scope of work and fee for the project to include review of existing modeling. We have also revised the scope of work and fee for environmental permitting to include the task necessary should the Corps of Engineers and the California Department of Fish and Wildlife claim jurisdiction in the Outfall Channel. As requested by the City, we have revised our standard markup for subconsultants from 10 percent to five percent for this project.

Our Scope of Work is attached to this letter as Exhibit A and the Cost Proposal is attached as Exhibit B. Please contact me at (530) 792-3260 with any questions you may have regarding our Scope of Work and Cost Proposal.

Sincerely,

WEST YOST ASSOCIATES

Mary L. Young, PE
Project Manager
RCE #C39713

MLY:lh

attachments

TASK 1. PRELIMINARY DESIGN REPORT

West Yost Associates (West Yost) will prepare a Preliminary Design Report (PDR) which will document the assumptions and design parameters and confirm the site layouts for the pond modifications, the new pump station, and the pipeline alignment. The PDR will include:

1.01 – Surveying

Topographic survey will be performed by sub-consultant Laugenour and Meikle. A detailed topographic survey will be prepared for the following areas: The Gibson Channel at the southeast corner of the pond where the low flow training wall and pipeline will be constructed, the area between the toe of the east bank of the pond and the top of the east bank of the highline channel where the pond weir and discharge piping will be constructed, and the pump station and force main area including cross sections in the intake and discharge channels. The survey of the pump station and force main area will be coordinated with potholing and USA markings in East Main Street. Topographic survey will be included as the base for drawings included in the preliminary design report.

1.02 – Utility Coordination

Utility letters will be mailed to all known utility companies with the project locations for courtesy notifications and to identify utility locations and receive utility comments. Utilities will be mapped and a site visit conducted to verify locations. The City of Woodland (City) will video the existing sewer and storm drain lines to assist determining their locations. Critical utility crossing will be identified for potholing.

1.03 – Potholing

Potholing will be completed using the vacuum potholing method. Engineer will coordinate and developed a plan showing proposed pothole locations. This task includes obtaining encroachment permits and coordination with USA. Budget assumes up to two days of potholing approximately eight potholes. Pothole information will be shown on the drawings included with the preliminary design report.

1.04 – Review of Wood Rogers Modeling

West Yost will perform a peer review of modeling prepared for the project by Wood Rogers. The peer review will confirm modeling assumptions and verify the results of the modeling along with the corresponding sizing of the improvements proposed for the Project. The work for this task assumes Wood Rogers will provide a copy of the model in Infoworks ICM. West Yost has the Infoworks ICM software. West Yost will prepare a draft Technical Memorandum (TM) summarizing the results of the peer review. After meeting with the City to review the draft TM, a final TM will be submitted. The TM will also be an Appendix to the Preliminary Design Report.

1.05 – Preliminary Design Report

West Yost will prepare a PDR. The report will document applicable City Standards, pipeline material, pump station configuration, pump selection criteria, pump size (i.e. quantity), construction methods and construction timing. The report will include plan view site layouts for the low flow training wall and pipeline, the pond weir, the pump station site plan, and the pump station force main alignment. The report will also include a mechanical plan view drawing of the pump station and wet well and a preliminary level cost estimate for the project. After meeting with the City to review the draft report, a final Preliminary design report will be submitted.

Task 1 Assumptions

Electronic files of current Infoworks ICM model will be provided by Wood Rodgers.

Task 1 Deliverables:
- Copies of Utility Coordination Letters.
- Draft and Final TM of Storm Drain Modeling Peer Review of.
- Five hard copies and one PDF of Preliminary and Final Design Reports.

TASK 2. CONSTRUCTION DOCUMENTS

The task includes preparation of bid documents and cost estimates for the Project and includes the following tasks:

2.01 – Geotechnical Investigation

The geotechnical investigation will be performed by sub-consultant Blackburn Consulting. The geotechnical investigation will result in descriptions and characterizations of the subsurface conditions. Borings will be taken at the following locations: pump station structure (one boring 40-feet deep), pump station equipment pad (one boring 10-feet deep), trenchless crossing (two borings 30-feet deep), low flow training wall and inlet pipes (two borings 15-feet deep), outlet weir (one boring 10-feet deep), and gravity storm drain outfall (one boring 25 feet deep). Geotechnical report will include review of existing data, subsurface investigations, laboratory results, recommendations and a draft and final summary report in electronic (PDF) format.

2.02 – Final Design

Drawings will be prepared using AutoCAD. City Standard Drawings will be used where applicable. Specifications will be prepared using Microsoft Word 2010. We will prepare technical specifications in CSI format. City will provide “front end” documents Parts I through V in Word format and West Yost will edit using track changes for City’s review. Final submittal will be in PDF format. Engineer will develop a construction cost estimate at the 50, 90, and 100% design completion levels. City comments will be addressed in writing. ATEEM Electrical Engineers will prepare electrical and instrumentation drawings and specifications. Foothill Associates will prepare a planting plan for the basin. The planting plan will include a diagram showing areas for seeding/planting as well as seed mixes and rates. Specifications are not anticipated to be needed, but recommendations for soil amendments and seeding guidelines will be included on the planting sheet. One soil sample taken from the basin for analysis. We anticipate the following construction drawings will be required:

1.	G1, Title Sheet, Drawing List, Location Map & Vicinity Map
2.	G2, Abbreviations, Legend, Piping Symbols & Schedule
3.	G3, Overall Site Plan & Survey Control
4.	G4, General Notes
5.	C1, Detailed Site Plan Low Flow Training Wall and Pipeline 1"=20'
6.	C2, Profile Low Flow Training Wall and Pipeline 1"=20'
7.	C3, Plan Profile Pond Weir
8.	C4, Cross Sections Pond Weir
9.	C5, Plan Profile Outfall Pipe
10.	C6, Demo Plan Existing Pump Station 1"=20'
11.	C7, Site Plan Pump Station 1"=20'
12.	C8, Plan Profile Pump Station Force Main 550' at 1"=20'
13.	C9, Details for pipe jacking
14.	C10, Details for channel at force main outfall
15.	C11, Details for inlet pipe from channel to pump station
16.	C12, Civil Details 1
17.	C13, Civil Details 2
18.	M1, Plan View of Pump Station
19.	M2, Pump Station Section
20.	M3, Trash Rack Plan and Section
21.	M4, Mechanical Details
22.	M5, Mechanical Details
23.	S1, General Structural Notes
24.	S2, Typical Structural Details
25.	S3, Pump Station Deck and Foundation Plan
26.	S4, Pump Station Sections
27.	S5, Weir Plan and Section
28.	S6, Electrical Building
29.	S7, Electrical Building
30.	S8, Channel Plan and Section
31.	E1, Electrical Symbols & Abbreviations
32.	E2, One Line Diagram
33.	E3, Mms Elevation Diagram
34.	E4, Mcc Elevation Diagram
35.	E5, Soft Starter Elementary Diagram
36.	E6, Full Speed Elementary Diagram
37.	E7, Miscellaneous Elementary Diagram
38.	E8, Control Panel Elevation And Backpan Layout
39.	E9, Control Panel Elementary Diagrams
40.	E10, Example Interconnection Diagram

41.	E11, Typical Electrical Details 1
42.	E12, Typical Electrical Details 2
43.	E13, Typical Electrical Details 3
44.	E14, Typical Electrical Details 4
45.	E15, Lighting Panelboard, Lighting Schedule & General Notes
46.	E16, Electrical Overall Site Plan
47.	E17, Conduit Schedule
48.	E18, Optional Building Electrical Reflective Plan
49.	E19, Optional Building Electrical Base Plan
50.	E20, Optional Building Electrical Power Plan
51.	E21, Optional Building Electrical Security Plan
52.	E22, Optional Building Energy Analysis Report
53.	I1, Instrumentation Symbols & Abbreviations
54.	I2, Trash Rake P&Id
55.	I3, Pump Station P&Id
56.	I4, Auxiliary P&Id
57.	L1 Landscape Planting Plan

2.03 – Internal Technical Reviews

Prior to each submittal technical reviews will be conducted by the Principal-in-Charge, Project Manager, and a senior staff member not directly involved in the project.

2.04 – City Review Meetings

Technical Review meetings will be held after the 50 and 90% submittals to discuss the City's comments.

Task 2 Assumptions

- Plans will be prepared on West Yost title block using AutoCAD 2016 and West Yost CAD Standards.
- Specifications will be prepared using MS Word.
- West Yost will prepare technical specifications in CSI Division 0 to 16 format
- City will provide Bid Documents, General Provisions, Special Provisions, and Division 0 with little editing required by West Yost except for bid sheet.
- No plats or legal descriptions
- No right-of-way acquisition

Task 2 Deliverables:
- One PDF of the Geotechnical Report.
- Five sets and one PDF of draft plans (half-size); specifications, and cost estimates at the 50, 90, and 100% review levels.
- Written responses to City comments.
- Five sets and one PDF of stamped and signed final plans (full-size) and specifications.
- Electronic files (AutoCAD and Word) will be provided with the final submittal.

TASK 3. ASSIST CITY IN OBTAINING NECESSARY PERMITS

California Environmental Quality Act

The City of Woodland will prepare CEQA documents for the pump station and pond modification. Foothill Associates has provided a scope and fee for an optional task to prepare an Initial Study/Mitigated Negative Declaration. This optional task is shown at the end of this scope of work. West Yost will assist the City in preparing encroachment permits. Environmental regulatory authorizations and permitting work will be performed by Foothill Associates, as a subconsultant to West Yost (Subconsultant). West Yost and Subconsultant will prepare applications, track application progress and provide additional information required by the permitting agency(s).

3.01 – Encroachment Permits

West Yost will assist the City in obtaining encroachment permits from the railroad and Yolo County (County). Because the project is located right on the boundary between the City and the County, it is assumed some work will be done in the County right-of-way. Additionally, permission will be required from the railroad to bore and jack under the tracks. For both agencies, West Yost will make early contact, assist the City in completing all applications, and assist the City in tracking the progress of approvals.

3.02 – Biological Resources Assessment

Foothill Associates will conduct a database review site survey on the North Regional Pond site located within the City of Woodland to document general site conditions, plant and animal communities present onsite, presence of special-status plant and wildlife species and/or suitable habitats for special-status species.

Upon completion of the field survey, a biological resources assessment will be prepared that identifies biological resources and potential biological constraints, assesses of the likelihood of special-status species or habitats to be found on the project site, and provides recommendations for any further studies or permitting that may be required prior to conversion of the pond to a stormwater detention facility. The report will include a soil map and map of biological communities and constraints.

3.03 Aquatic Resources Delineation

Foothill Associates will conduct a field aquatic resource delineation on the Project site located within the City of Woodland according to the 1987 U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual, the Arid West Supplement, and applicable wetlands regulations.

Upon completion of the field delineation, Foothill Associates will prepare a preliminary map of wetlands and other waters of the U.S. on the site according to the requirements as specified in the 2016 Minimum Standards for Conducting an Aquatic Resources Delineation by the Sacramento District of the Corps of Engineers. The draft aquatic resources map and report will be provided electronically for City review in PDF format. Upon completion of the review by the City, a final copy of the Aquatic Resources Delineation Report will be prepared.

3.04 – Section 404 Nationwide Permit 7 – U.S. Army Corps of Engineers

If determined necessary, based on results of the aquatic resources delineation (Task 3.3), Foothill Associates will prepare a Pre-Construction Notification for submittal to the U.S. Army Corps of Engineers (Corps) pursuant to the requirements for requesting authorization under the Federal Clean Water Act Section 404 Nationwide 7 Permit (NWP 7) "Outfall Structures and Associated Intake Structures." This task assumes that impacts associated with the proposed fill will not exceed 0.5 acre or 300 linear feet of streambed, and that any fill proposed for placement within the 100year floodplain will be completed in a manner consistent with all applicable State and local floodplain management requirements.

The submittal will include all relevant project information as required for authorization under the NWP 7, and specified pursuant to 33 CFR 325.1 and 72 FR 11092-11198. The following information will be required in order to prepare and submit the Application submittal package:

- Surface area of waters to be filled and dredge volume (development footprint provided in usable digital file format by the client or client's engineer and analyzed by Foothill Associates);
- Delineation of Aquatic Resources prepared by Foothill Associates (Task 3.3);
- Digital files for the project including the project boundary and/or area of potential effect, as applicable (usable file formats include *.DWG, *.DXF, or GIS-shape files, provided by the client or the client's engineer);
- Construction drawings, 11x17 hardcopies and electronic format (provided by the client and/or client's engineer);
- Biological Resources Assessment (Task 3.2); and
- Cultural Resource Assessment (Task 3.6).

Foothill Associates will investigate the most cost and time effective method(s) to mitigate for impacts to waters of the U.S. The purchase of mitigation credits at a Corps-approved mitigation bank will be investigated first.

Foothill Associates will provide agency liaison through all stages of the Section 404 permitting process and will address any comments/questions concerning the aforementioned reports and application packet as necessary, up to budgeted amount.

3.05 – Section 7 Consultation – U.S. Fish and Wildlife Service

If the Corps Initiates Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS), Foothill Associates will provide agency liaison during consultation and will provide the Corps with a Section 7 Consultation Biological Assessment Report to facilitate review by the USFWS. Species relevant to Section 7 Consultation may include the federally-listed as threatened giant garter snake (*Thamnophis gigas*) and/or the federally-listed as threatened Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*). The Biological Resource Assessment proposed by Task 3.2 will serve as the basis for the Section 7 Biological Assessment.

This Scope of Work and cost estimate includes attendance by Foothill Associates staff at a single field meeting on the project site with USFWS staff.

3.06 – Cultural Resource Assessment/Section 106 Consultation

To meet requirements for Clean Water Act, Section 404 permit from the Corps, the Corps must conduct a National Historic Preservation Act, Section 106 consultation. The purpose of a Section 106 consultation is to avoid unnecessary harm to cultural resources listed on or eligible for the National Register of Historic Places. The Corps requires the applicant to provide professional services that include consulting with the Corps regulatory manager to determine the Area of Potential Effect (APE); provide a records search less than one year old; provide a Native American Heritage Commission sacred lands file search; contact Native Americans listed by the commission to solicit information on the location of sites important to Native tribe(s) and located within the APE; conduct a field inspection of the APE by a qualified archaeologist and produce a technical report.

The proposed Scope of Work is designed to identify potential historic properties including any buildings, structures, sites, objects and districts that are 50 years old or older or meet criteria of potential historic properties less than 50 years old. As a subconsultant to Foothill Associates, Registered Professional Archaeologist Windmiller Consulting, Inc. will implement tasks designed to identify potential historic properties including: a records search by the North Central Information Center, California Historical Resources Information System; a sacred lands file search, and list of Native American contacts by the Native American Heritage Commission; contact with each person listed by the commission in a further effort to identify site(s) important to the native people; contact the Woodland Historical Society to solicit historic resources that may be affected; a field inspection by an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric and historical archaeology, and the preparation of a written report that identifies all cultural resources located within the APE, addresses potential impacts, and meets the February 25, 2011 U.S. Army Corps of Engineers Guidelines.

Foothill Associates will act on behalf of City and will provide agency/tribal liaison services through tribal and SHPO consultations, including attendance at a single tribal consultation field meeting up to budgeted amount.

3.07 – 401 Water Quality Certification – Regional Water Quality Control Board

Foothill Associates will prepare and submit a 401 Water Quality Certification Application to the RWQCB. This submittal will include the 401 Water Quality Certification application form, the RWQCB fee calculator spreadsheet, and supporting figures showing the proposed impacts to federally jurisdictional waters and/or waters of the State, and any additional, relevant information.

If aquatic resources delineated within the project site are determined to not be subject to federal jurisdiction, these features may still be subject to waste discharge requirements under the Porter-Cologne Water Quality Control Act should the project result in impacts to these features. Section 13260(a) of the Porter-Cologne Water Quality Control Act (contained in the California Water Code) requires any person discharging waste or proposing to discharge waste, other than to a community sewer system, within any region that could affect the quality of the waters of the State (all surface and subsurface waters) to file a report of waste discharge. The discharge of dredged or fill material may constitute a discharge of waste that could affect the quality of waters of the State.

A copy of the final, certified CEQA document prepared for the project is required to be submitted to the RWQCB prior to issuance of the 401 Water Quality Certification. In addition, design details and volumetric calculations are required for each structure to be constructed within aquatic features.

Foothill Associates will act as a liaison with the RWQCB during the application review process and will respond to questions concerning the application, requests for additional information, and other correspondence as necessary, up to budgeted amount.

Application fees are the responsibility of the City, and are based on the linear feet of impacts to aquatic features.

3.08 – 1600 Streambed Alteration Agreement – California Department of Fish and Wildlife

Foothill Associates will prepare a Streambed Alteration Notification for submittal to the California Department of Fish and Wildlife (CDFW) and will provide liaison during the application review process, up to budgeted amount.

A copy of the final, certified CEQA document, as well as a copy of the CDFW filing fee receipt, is required.

Agency processing fee, based on the construction costs of improvements to be constructed within the streamzone, is not included in this scope of work and is the responsibility of the City.

3.09 – CESA Incidental Take Permit

If required by CDFW, Foothill Associates will prepare an Incidental Take Application pursuant to the required contents specified by California Code of Regulations Title 14, Section 783.2 for submittal to the CDFW relevant to incidental take of giant garter snake (*Thamnophis gigas*), a species listed as threatened under the California Endangered Species Act.

Foothill Associates will provide agency liaison through all stages of the permitting process and will address any comments/questions concerning the application packet as necessary, up to budgeted amount.

3.10 – Assembly Bill 52 Coordination

Foothill Associates will assist the City with preparation of "Formal Notification" to all designated California Native American tribal contacts for tribes that have requested notice. This scope of work assumes that the City will distribute the Formal Notification to each designated representative of California Native American tribes that have requested such notice.

Foothill Associates will assist the City with facilitating tribal coordination required pursuant to Assembly Bill 52, including attendance during a tribal coordination meeting, and follow up correspondence as applicable, up to budgeted amount.

Task 3 Assumptions

City will pay all permit fees.

Task 3 Deliverables:
- Preliminary and final Biological Resources Assessment
- Preliminary and final Aquatic Resources Delineation
- One copy of the Section 404 Nationwide 7 Permit Pre-Construction Notification Packet will be submitted to the Corps of Engineers. A single digital copy will be provided to the City.
- Section 7 Biological Assessment and U.S. Fish and Wildlife correspondence as applicable.
- Two printed copies and one digital copy of the Cultural Resources Inventory and Evaluation Report will be submitted to the Corps of Engineers. One printed copy and a digital copy will be provided to the City. Agency/tribal correspondence as applicable. Tribal Consultation Field Meeting Attendance as Applicable.
- One copy of the 401 Water Quality Certification Application will be submitted to the Central Valley Regional Water Quality Control Board. A single digital copy will be provided to the City. Graphics including: Site and Vicinity, Aquatic Resource Delineation, Land Use and Impacts, and Proposed Storm Water Facilities.
- One copy of the Streambed Alteration Notification will be submitted to the North Central Region (Region 2) of the CDFW. One digital copy of the Notification provided to the City.
- One digital copy of draft CESA Take Permit Application to client for review and comment. One copy of Application to CDFW and one digital copy to the City.
- Draft Assembly Bill 52 Formal Notification letter as PDF for review by City. Final Notification Letter as MS Word document for City production.

TASK 4. ASSIST CITY STAFF IN CONSTRUCTION BIDDING AND CONTRACTOR SELECTION

The purpose of this task is to assist the City during the bidding phase of the Project. The City will advertise and distribute bid documents.

During the bidding period, West Yost will assist the City by performing the following three subtasks.

4.01 – Pre-Bid Meeting

West Yost will conduct the pre-bid meeting and distribute pre-bid meeting minutes. The City will provide the location for the pre-bid meeting.

4.02 – Prepare Addenda

West Yost will respond to bidder's inquiries during the bidding process, and develop up to two addenda that may be needed to document responses to bidders' inquiries.

4.03 – Review Bids

West Yost will review bids for compliance and will make a recommendation for awarding the contract.

4.04 – Conformed Drawings

West Yost will prepare conformed drawings and specifications.

Task 4 Assumptions

- Advertising, printing and distributing documents to plan holders, maintaining plan holders list will be performed by the City.
- Addenda will be issued by the City
- Bid opening will be performed by the City.

Task 4 Deliverables:
- Up to 2 addenda.
- Five sets and one PDF of conformed drawings and specifications.

TASK 5. ENGINEERING SERVICES DURING CONSTRUCTION

5.01 – Responses to Contractor Requests for Information

Prepare written interpretation and clarifications of the Contract Documents in response to written requests for information (RFIs) from the Contractor.

5.02 – Review Submittals

West Yost and design sub-consultants will review submittals for compliance with the design concepts and specifications, certificates, samples, tests, methods, schedules, and manufacturers' installation and other instructions required to be submitted by the Contract Documents.

5.03 – Change Order Support

As requested by the Construction Manager, West Yost and our design sub-consultants will issue design engineer initiated clarifications (DEICs), prepare new or amended contract documents, and provide change order cost estimate input.

5.04 – Progress and Related Meetings

A West Yost representative will attend periodic progress meetings with City staff, the Construction Manager, and Contractor's representatives. Our proposed budget for engineering services during construction assumes that a West Yost representative will attend up to five meetings during the construction period.

5.05 – Start-Up and Testing

West Yost and our electrical engineer will attend the following in support of startup and testing of the pump station:

- Factory testing of the control panel (up to three labor days for electrical engineer).
- Witness testing of electrical equipment (up to three labor days for electrical engineer).
- Pump station start up (three labor days each, mechanical and electrical engineers).
- Assist with punch list preparation (one labor day for mechanical and two labor days for electrical engineers).

Our electrical engineer will configure and integrate the access control and security system (three labor days for electrical engineer). Primary integration of access control and security system shall be by vendors.

5.06 – PLC/01/SCADA Programming

Our electrical engineer will perform PLC/OI programming and SCADA graphics configuration.

5.07 – Record Drawings

Upon project completion, we will produce formal project record drawings using information provided from the Construction Manager and Contractor's working record drawings.

Task 5 Assumptions

- Up to 25 mechanical and civil submittals, 5 structural submittals, and 30 electrical/instrumentation submittals are anticipated.

- Up to 20 mechanical and civil RFIs, 10 structural RFIs, and 3 electrical/instrumentation RFIs are anticipated
- Attendance at up to two (2) construction meetings is anticipated for mechanical/structural/civil designers, and up to three (3) construction meetings is anticipated for electrical/instrumentation designers.
- Up to two (2) change orders are anticipated.

Task 5 Deliverables: One hard copy and one PDF of record drawings and specifications. Electronic files (AutoCAD and in Word will be provided upon request.)

OPTIONAL TASK 6. CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Foothill Associates will prepare an Initial Study/ Mitigated Negative Declaration (IS/MND) pursuant to 40 CFR 1501.3 and CEQA Guidelines, Section 15063 respectively. This scope of work assumes that the City will serve as the Lead Agency pursuant to CEQA, Section 21067.

An Initial Study Checklist based on Appendix G of the current CEQA Guidelines will be used to document potential environmental impacts resulting from implementation of the proposed North Regional Pond and Pump Station Design Project. The Initial Study will contain all mandatory required elements including the following:

1. Project Description. The project description will describe the baseline information for the project site, as well as the major elements of the project including the project location and project purpose and will include a discussion of the proposed construction process, construction materials, construction timing/sequencing and operational use. Foothill Associates shall provide the client with a Draft Project Description for review and approval prior to commencing impact analyses;
2. Figures identifying the local and regional location of the project site, as well as updated mapping/classifications and other project characteristics as relevant to CEQA analysis;
3. Disclosure of potential environmental impacts resulting from implementation of the proposed project. Foothill Associates will use the Initial Study Checklist (CEQA Guidelines – Appendix G) to prepare the IS/MND. The checklist will contain a narrative of each issue in support of each conclusion and will include discussions (as required by current CEQA statute) relevant to aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, tribal cultural resources, transportation, utilities, and mandatory findings of significance.

Impact analysis relevant to Biological Resources will be based on the technical information from the Biological Resource Assessment proposed by Task 3.2 and the Aquatic Resources Delineation proposed by Task 3.3. Cultural Resources analyses will rely on the Cultural Resources Assessment proposed by Task 3.6.

Unless otherwise noted above, all analyses will rely upon existing readily-available sources of information, including adopted City and County environmental and planning documents and ordinances, existing studies relevant to the site and proposed improvements, U.S. Geological Survey (USGS) topographic quadrangles, National Resource Conservation Service soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA.

Where relevant, the IS/MND sections will identify feasible and tangible mitigation measures to reduce impact levels to levels below significance as applicable to relevant thresholds for all environmental impacts identified in the CEQA Initial Study Checklist as "potentially significant." This scope of work assumes that all potentially significant impacts can be mitigated to a less than significant level and that an IS/MND will meet the requirements for environmental review pursuant to CEQA.

Foothill Associates will prepare a Notice of Completion (NOC) for transmittal to the State Clearinghouse (SCH) of the Governor's Office of Planning and Research pursuant to CEQA, Section 21161, and a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) per CEQA Guidelines Section 15072. As currently recommended by the Office of Planning and Research SCH Guidelines for submittal of IS/MNDs, Foothill Associates will prepare a Summary Form to accompany fifteen complete digital copies of the IS/MND submitted to the SCH.

Foothill Associates shall provide the City with a single digital copy and a single bound copy of the Administrative Draft IS/MND, NOC and NOI, as well as the Summary Form for review and comment. Within fourteen days of receipt of the Administrative Draft IS/MND, NOC, and Summary Form, the City shall submit a single consolidated set of written comments to Foothill Associates for incorporation into the documents.

Upon receipt of a single set of written comments from the City, Foothill Associates will revise the Administrative Draft IS/MND as necessary to address all City comments and will provide a digital copy of a Screencheck IS/MND to the City for final review and approval of the IS/MND before the document(s) is produced for public review.

Following City approval of the Screencheck document(s), Foothill Associates will finalize the NOC and the Public Review IS/MND for submittal to the State Clearinghouse with the Summary Form [Fifteen digital copies of the IS/MND and fifteen printed copies of the Summary Form], and up to five bound copies to the City. Foothill Associates will also provide the City with one digital version of the Public Review Draft IS/MND, NOI, NOC, and Summary Form.

This scope of work assumes that the City will coordinate the publication of the applicable Notice(s) within a newspaper of local circulation and posting(s) with the County Clerk prior to circulation of the Public Review IS/MND.

Following the close of the 30-day public comment period, Foothill Associates will consult with the City and will review all written comments received on the Public Review IS/MND. Together with the City, Foothill Associates will prepare responses to comments received on the Public Review IS/MND. It is assumed that comments will be minor (not requiring additional analysis or studies) and responses will consist primarily of clarifying information and directing commenters to the appropriate discussion in the IS/MND. All comments and responses will be provided in

"Memo" format for the City to utilize in a staff report. This scope of work assumes that a separate, "stand alone" Final IS/MND document will not be prepared.

Foothill Associates will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15074(d) of the CEQA Guidelines for incorporation into the IS/MND following completion of the public review period. Alternately, the MMRP can be prepared and included within the Public Review IS/MND if desired by the City. Foothill Associates will provide the City with a digital version of the draft MMRP for review and comment prior to finalizing the MMRP. One digital copy of the final MMRP will be provided to the City.

Following project approval and adoption of the IS/MND by the City, Foothill Associates will prepare the Notice of Determination (NOD). This scope of work assumes that the City will file the NOD with the County Clerk and that the City will pay all associated fees (County Clerk fees, CDFW Filing Fee, etc.) within five working days following project approval and City adoption of the IS/MND.

Optional Task 6 Deliverables:

- One digital copy of Draft Project Description to the City.
- One digital copy of the Administrative Draft IS/MND to the City.
- Screencheck Draft IS/MND, NOI, NOC and SCH Summary Form – One digital copy to City.
- One digital MS Word and PDF copy and up to five bound copies of the Public Review Draft IS/MND, NOC, NOI and summary for to the City
- One hardcopy of the NOC and fifteen copies of the Summary Form (Form F) and fifteen CDs of the complete IS/MND to the State Clearinghouse.
- Response to Comments Memo – One draft digital copy to City, followed by one final digital copy.
- Draft MMRP – One digital version to City.
- Final MMRP – One digital copy to City.
- Notice of Determination – One digital copy to the City.

West Yost Associates **PROJECT: City of Woodland North Regional Pond**	P/VP $258 John	PE/PS/PG II $229 Mary	EM/SM/GM II $248 Nancy	SE/SS/SG I $193 Asa	SE/SS/SG II $203 Ty	AE/AS/AG I $172 David	PE/PS/PG II $229 Brad	EM/SM/GM II $248 Doug	CADM $150	ADM IV $118	Labor Hours	Labor Fee	Technology & Admin 6%	Sub. **ATM**	Sub. **FHILL**	Sub. **GEO**	Sub. **SURV**	Sub. **POT**	Costs Sub. w/ markup 5%	Costs Other Direct	Costs Total Costs
Task 1 Preliminary Design Report																					
1.01 Surveying		2				2					4	$ 802	$ 48				$ 20,350		$ 21,368		$ 22,218
1.02 Utility Coordination						8					8	$ 1,376	$ 83								$ 1,459
1.03 Potholing		1				16					17	$ 2,981	$ 179					$ 12,000	$ 12,600		$ 15,760
1.04 Review of Wood Rogers Modeling		15						25		4	44	$ 10,107	$ 606								$ 10,713
1.05 Preliminary Design Report	4	60	10		68	40			8	16	206	$ 41,024	$ 2,461								$ 43,485
Subtotal, Task 1 (hours)	**4**	**78**	**10**	**0**	**68**	**66**	**0**	**25**	**8**	**20**	**279**										
Subtotal, Task 1 ($)	**$ 1,032**	**$ 17,862**	**$ 2,480**		**$ 13,804**	**$ 11,352**		**$ 6,200**	**$ 1,200**	**$ 2,360**		**$ 56,290**	**$ 3,377**				**$ 20,350**	**$ 12,000**	**$ 33,968**		**$ 93,635**
Task 2 Prepare Construction Documents																					
2.01 Geotechnical Investigation		2				2					4	$ 802	$ 48			$ 38,906			$ 40,851		$ 41,701
2.02 Final Design		200	28	40	140	180	218		248	40	1094	$ 211,686	$ 12,701	$ 52,940	$ 5,250				$ 61,100	$ 400	$ 285,887
2.03 Internal Technical Reviews, QA/QC	40										40	$ 10,320	$ 619								$ 10,939
2.04 City Review Meetings		16			16						32	$ 6,912	$ 415								$ 7,327
Subtotal, Task 2 (hours)	**40**	**218**	**28**	**40**	**156**	**182**	**218**	**0**	**248**	**40**	**1170**										
Subtotal, Task 2 ($)	**$ 10,320**	**$ 49,922**	**$ 6,944**	**$ 7,720**	**$ 31,668**	**$ 31,304**	**$ 49,922**		**$ 37,200**	**$ 4,720**		**$ 229,720**	**$ 13,783**	**$ 52,940**	**$ 5,250**	**$ 38,906**			**$ 101,951**	**$ 400**	**$ 345,854**
Task 3 Assist City with Permits																					
3.01 Railroad and Yolo County Encroachment Permits		16	16			16					48	$ 10,384	$ 623								$ 11,007
3.02 Biological Resources Assessment		4									4	$ 916	$ 55		$ 5,616				$ 5,897		$ 6,868
3.03 Aquatic Resources Delineation		4									4	$ 916	$ 55		$ 11,217				$ 11,778		$ 12,749
3.04 Section 404 Nationwide Permit 7 - U.S. Army Corps of Engineers		4				8					12	$ 2,292	$ 138		$ 8,128				$ 8,534		$ 10,964
3.05 Section 7 Consultation - U.S. Fish and Wildlife Service		4									4	$ 916	$ 55		$ 7,773				$ 8,162		$ 9,133
3.06 Cultural Resource Assessment/Section 106 Consultation		1									1	$ 229	$ 14		$ 6,683				$ 7,017		$ 7,260
3.07 401 Water Quality Certification - Regional Water Quality Control Board		4									4	$ 916	$ 55		$ 4,542				$ 4,769		$ 5,740
3.08 1600 Streambed Alteration Agreement - California Department of Fish and Wildlife		4									4	$ 916	$ 55		$ 4,447				$ 4,669		$ 5,640
3.09 CESA Incidental Take Permit		4									4	$ 916	$ 55		$ 6,259				$ 6,572		$ 7,543
3.10 Assembly Bill 52 Coordination		1									1	$ 229	$ 14		$ 2,003				$ 2,103		$ 2,346
Subtotal, Task 3 (hours)	**0**	**46**	**16**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**86**										
Subtotal, Task 3 ($)		**$ 10,534**	**$ 3,968**			**$ 4,128**						**$ 18,630**	**$ 1,118**		**$ 56,668**				**$ 59,501**		**$ 79,249**
Task 4 Assist City with Bidding and Contractor Selection																					
4.01 Coordinate and Conduct Prebid Meeting		8			8					2	18	$ 3,692	$ 222								$ 3,914
4.02 Prepare Addenda, respond to bidders questions	2	4			8	8			8	2	32	$ 5,868	$ 352								$ 6,220
4.03 Review Bids		8									8	$ 1,832	$ 110								$ 1,942
4.04 Prepare Conformed Construction Documents		4			2	2			8	4	20	$ 3,338	$ 200							$ 400	$ 3,938
Subtotal, Task 4 (hours)	**2**	**24**	**0**	**0**	**18**	**10**	**0**	**0**	**16**	**8**	**78**										
Subtotal, Task 4 ($)	**$ 516**	**$ 5,496**			**$ 3,654**	**$ 1,720**			**$ 2,400**	**$ 944**		**$ 14,730**	**$ 884**							**$ 400**	**$ 16,014**
Task 5 Engineering Services During Construction																					
5.01 Responses to Contractor RFI's	2	2	2		6	4	6				22	$ 4,750	$ 285	$ 1,300					$ 1,365		$ 6,400
5.02 Review Submittals		2	4		16	16	4				42	$ 8,366	$ 502	$ 28,200					$ 29,610		$ 38,478
5.03 Change Order Support	2	8			8						18	$ 3,972	$ 238	$ 2,100					$ 2,205		$ 6,415
5.04 Progress Related Meetings		4			4						8	$ 1,728	$ 104	$ 4,070					$ 4,274		$ 6,105
5.05 Start-Up and Testing					32						32	$ 6,496	$ 390	$ 22,080					$ 23,184		$ 30,070
5.06 PLC/OI/SCADA Programming											0			$ 50,000					$ 52,500		$ 52,500
5.07 Record Drawings		4			10	4			28	4	50	$ 8,306	$ 498	$ 1,600					$ 1,680	$ 400	$ 10,884
Subtotal, Task 5 (hours)	**4**	**20**	**6**	**0**	**76**	**24**	**10**	**0**	**28**	**4**	**172**										
Subtotal, Task 5 ($)	**$ 1,032**	**$ 4,580**	**$ 1,488**		**$ 15,428**	**$ 4,128**	**$ 2,290**		**$ 4,200**	**$ 472**		**$ 33,618**	**$ 2,017**	**$ 109,350**					**$ 114,818**	**$ 400**	**$ 150,853**
TOTAL (hours)	**50**	**386**	**60**	**40**	**318**	**306**	**228**	**25**	**300**	**72**	**1,785**										
TOTAL ($)	**$ 12,900**	**$ 88,394**	**$ 14,880**	**$ 7,720**	**$ 64,554**	**$ 52,632**	**$ 52,212**	**$ 6,200**	**$ 45,000**	**$ 8,496**		**$ 352,988**	**$ 21,179**	**$ 162,290**	**$ 61,918**	**$ 38,906**	**$ 20,350**	**$ 12,000**	**$ 310,237**	**$ 1,200**	**$ 685,604**

WEST YOST ASSOCIATES

West Yost Associates **PROJECT: City of Woodland North Regional Pond**	P/VP $258 John	PE/PS/PG II $229 Mary	EM/SM/GM II $248 Nancy	SE/SS/SG I $193 Asa	SE/SS/SG II $203 Ty	AE/AS/AG I $172 David	PE/PS/PG II $229 Brad	EM/SM/GM II $248 Doug	CADM $150	ADM IV $118	Labor Hours	Labor Fee	Technology & Admin 6%	Sub. **ATM**	Sub. **FHILL**	Sub. **GEO**	Sub. **SURV**	Sub. **POT**	Costs Sub. w/ markup 5%	Costs Other Direct	Costs Total Costs
Task 1 Optional Task CEQA Initial Study/Mitigated Negative Declaration																					
1.1 CEQA Initial Study/Mitigated Negative Declaration		12				4					16	$ 3,436	$ 206		$ 17,475				$ 18,349		$ 21,991
Subtotal, Task 1 (hours)	**0**	**12**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**16**										
Subtotal, Task 1 ($)		**$ 2,748**				**$ 688**						**$ 3,436**	**$ 206**		**$ 17,475**				**$ 18,349**		**$ 21,991**
TOTAL (hours)	**0**	**12**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**16**										
TOTAL ($)		**$ 2,748**				**$ 688**						**$ 3,436**	**$ 206**		**$ 17,475**				**$ 18,349**		**$ 21,991**

WEST YOST ASSOCIATES

Legislation Text

10.

File #: 17-0331, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Approve Consultant Agreement for Harter Avenue and Beamer Street Sewer Rehabilitation, CIP 08-21

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to approve the consultant agreement with Laugenour and Meikle in the amount of $62,000 and authorize a contingency of up to 20% ($12,400) for the design of the Harter Avenue and Beamer Street Sewer Rehabilitation Project.

Staff Contact

Chris Fong, Senior Associate Civil Engineer - (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact

Funding for this project is part of CIP 08-21, Annual Sewer Repair and Replacement and is included in the approved Capital Budget. CIP 08-21 is used to prioritize, design, and develop construction projects for repair and ongoing management of the sewer collection system. There is no impact to the General Fund.

Background

City staff is continually reviewing the status of the City's sewer collection system. Repair and replacement of sewer lines are based on information obtained from the Asset Management System and annual CCTV evaluation of sewer lines. Projects are identified based on criticality and budget. Through this process, staff has identified that repairs are necessary on a 300 foot section of sewer line on Harter Avenue (south of E Kentucky Ave) along with the relocation of a sewer manhole and adjacent interceptor sewer on Beamer Street.

Discussion

Staff is recommending that the Council approve the design services contract with Laugenour and Miekle for the Harter Avenue and Beamer Street Sewer Rehabilitation Project. In the winter of 2013, the City performed a quality based selection process for sanitary sewer, water main, and storm drain replacement design services. Laugenour and Meikle is one of six firms on the list. The City alternates awarding design services amongst several firms on the list.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, to approve the consultant agreement with Laugenour and Meikle in the amount of $62,000 and authorize a contingency of up to 20% ($12,400) for the design of the Harter Avenue and Beamer Street Sewer Rehabilitation Project.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, CDD Director

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution for Laugenour and Meikle contract
Attachment B - L&M Proposal

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONSULTANT AGREEMENT FOR HARTER AVENUE AND BEAMER STREET SEWER REHABILITATION, CIP 08-21

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with Laugenour and Miekle (L&M) for the Harter Avenue and Beamer Street Sewer Rehabilitation Project for an amount of $62,000, CIP 08-21 ("Agreement"); and

WHEREAS, the City of Woodland approved the 2016/17 Capital Budget and included CIP 08-21 as part of the Capital Budget (the "Project"); and

WHEREAS, the City has identified the Harter Avenue and Beamer Street Sewer Rehabilitation (the "Project") to be a priority; and

WHEREAS, the City Council wishes to approve a contract contingency of up to 20% ($12,400); and

WHEREAS, L&M was selected through a quality based selection process; and

WHEREAS, L&M is experienced in the design and construction of water main replacement projects and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

February 16, 2017

Mr. Chris Fong
City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
E-mail: Chris.Fong@cityofwoodland.org

Re: **Proposal for Harter Avenue and Beamer Street Sewer Rehabilitation, Woodland, California**

Dear Mr. Fong:

Laugenour and Meikle is pleased to present this proposal for civil engineering and land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A", Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE

Bryan P. Bonino

Bryan P. Bonino, Principal, P.E., L.S .

Enclosure

EXHIBIT "A"

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule and budget for all project activities.
- Coordination calls with Client.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.
- Assumes 16 hours of engineering time, any additional time will be charged on a time and materials basis

B. TOPOGRAPHIC SURVEY & BASE MAPPING (HARTER AVENUE & BEAMER STREET):

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Research current record maps, deeds and easements.
- Have site marked for USA utility locations.
- Topographic survey for sewer rehabilitation design, including setting project control and benchmarks (see attached Exhibits "C" and "D").
- Determine additional utility inverts for design (based on being able to physically determine inverts, does not include potholing) for utilities not already located for previous work.
- Create a topographic base map showing property lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

C. POTHOLING:

- Potholing for existing utilities to assess possible conflicts.
- Potholing to be performed by subconsultant ($3,000 allowance).
- Allowance for one (1) full day of potholing.

D. PUBLIC IMPROVEMENT PLANS FOR HARTER AVENUE SEWER REHABILITATION:

- Review Client requirements and City Standards.
- Prepare sewer improvement plans per City Design and Construction Standards.
- Design sewer rehabilitation per Harter Avenue Project Summary (see attached Exhibit “C”).
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

E. PUBLIC IMPROVEMENT PLANS FOR BEAMER STREET SEWER REHABILITATION:

- Review Client requirements and City Standards.
- Prepare sewer improvement plans per City Design and Construction Standards.
- Design sewer rehabilitation per Beamer Street Project Summary (see attached Exhibit “D”).
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

F. CONSTRUCTION ADMINISTRATION:

- Attend meeting (progress and coordination meeting at owner’s request).
- Site visit during construction (per Owner’s request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.

II. COMPENSATION:

Consultant shall be compensated on a "Fixed-Fee" basis per project total shown below. New tasks not associated with the above Scope of Services will be negotiated prior to starting any work on any additional new task:

A.	Project Management & Meetings	$ 3,040.00
B.	Topographic Survey/Base Mapping (Harter Avenue & Beamer Street)	$ 9,000.00
C.	Potholing	$ 4,520.00
D.	Public Improvement Plans for Harter Avenue Sewer Rehabilitation	$ 22,520.00
E.	Public Improvement Plans for Beamer Street Sewer Rehabilitation	$ 15,320.00
F.	Construction Administration	$ 7,600.00
	PROJECT TOTAL	**$62,000.00**

These costs are based on the following Laugenour and Meikle Prevailing Wage Rate Schedule (Exhibit B). Government agency fees are not included in this cost proposal.

III. EXCLUSIONS AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. All submittals of plans/reports for Agency approval are the responsibility of the Client.
5. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.
6. SWPPP preparation, implementation and monitoring.

EXHIBIT "B"
RATE SCHEDULE

PERSONNEL CLASSIFICATION	RATE PER HOUR
Principal Engineer	$190.00
Principal Surveyor	$190.00
Senior Engineer/Project Manager	$180.00
Senior Engineer	$170.00
Senior Surveyor	$165.00
Associate Engineer	$165.00
Surveyor	$150.00
Assistant Surveyor	$135.00
Assistant Engineer	$135.00
Junior Engineer	$110.00
Senior Engineering Technician	$110.00
Engineering Technician	$ 80.00
Survey Technician	$ 80.00
Technician	$ 60.00
Clerical	$ 60.00
Survey Party, 1-Man*	$175.00
Survey Party, 2-Man*	$270.00

EQUIPMENT CLASSIFICATION:

Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%

* Public Works Prevailing Wage Rate

Description

The Harter Avenue sewer repairs are comprised of 2 parts to be completed in the summer of 2017. Part 1 is budgeted for through CIP#08-21, while Part 2 is budgeted through O&M.

1. Repairs by a contractor:
   (Alternative 1)
   a. Replace two large sections of SGM 1552 (12" diameter VCP replaced by open cut trenching with box shoring based on 4-6ft depth). (One 34' of pipe starting at SMH_02566, and one 211' segment starting 245' US from SMH_02566.) These segments are part of a pipe covered by a concrete hat according to plans.
   b. Abandon two pipe segments: SGM 2705 and SGM 2367 for a total of 654 feet of 12" diameter VCP pipe, with approximately 4 taps that will need to be reconnected to the SGM across the street: either SGM 2709 or SGM 2636, depending on location.
   c. Five spot repairs on SGM_04292 (12", VCP) ranging from 7 to 23 feet, with 6 total taps, by open cut trenching with box shoring based on 4-10' depth of sewer main.
   d. One spot repair on SGM2708 (12", VCP) of 5', with 1 total tap, by open cut trenching with box shoring based on 8-13' depth of sewer main.
   e. Five segments of pipe lined, from 14' to 54', both on 10" and 12" diameter VCP pipes, except as described below.
   f. One segment of pipe lined beneath the railroad, part of SGM2354, of 52' of 8" diameter corroded metal pipe.
   Estimated Cost: $560,000
2. Repairs by O&M:
   a. 17 spot lines using kits, in 10-12" diameter VCP pipes, with 1 tap reinstatement required. The spot lines range from 3-8 feet, and occur mostly in SGM2708, SGM2709, and SGM2636. One of these spot repairs occurs in SGM_04292.
   Estimated Cost: $48,000

In-Progress

- Determine total number of taps in abandoned section of SGM2367 (no footage)

Permitting

- Railroad easement? – lining pipe under railroad/abandoning pipe under railroad

EXHIBIT "C-1"

Map

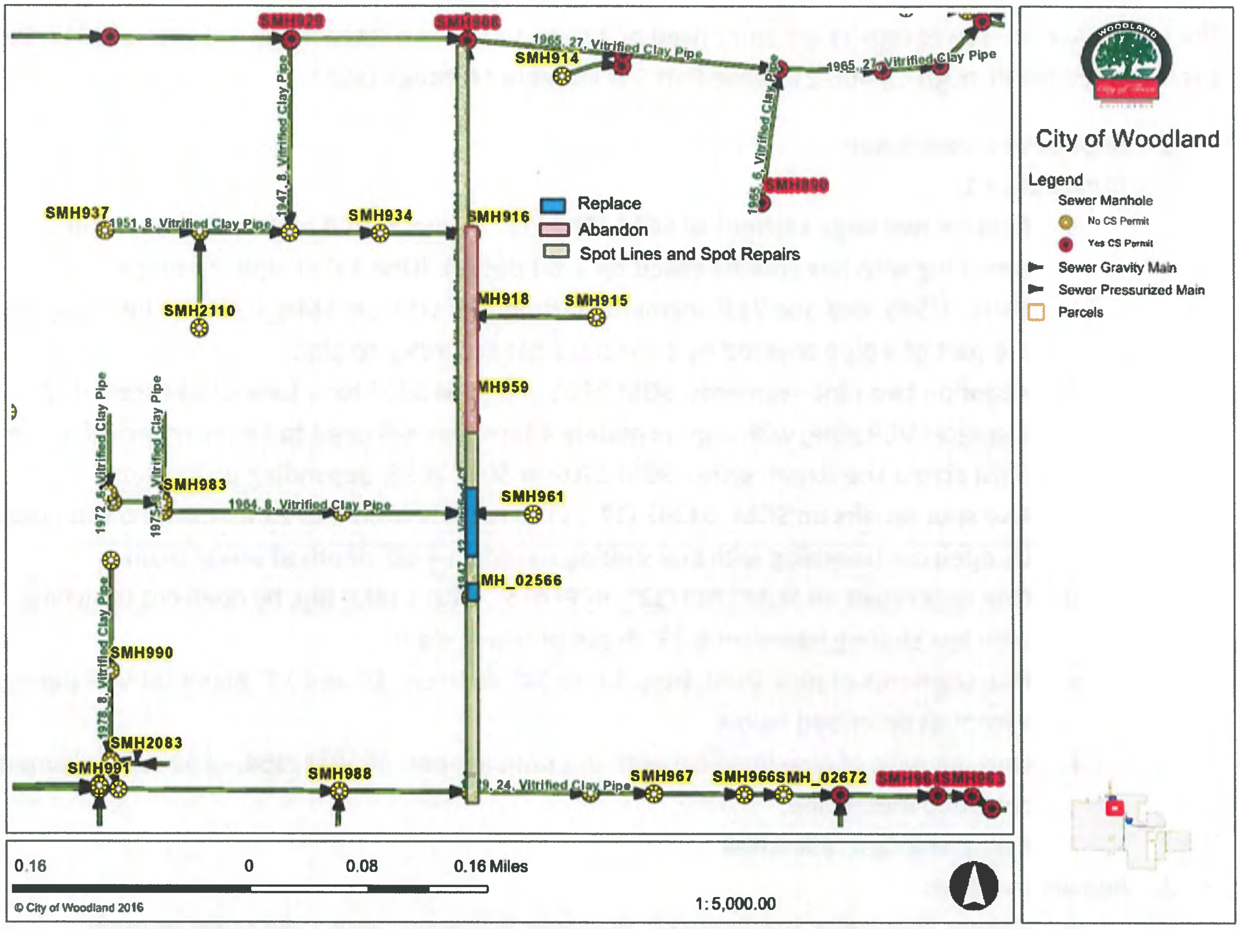
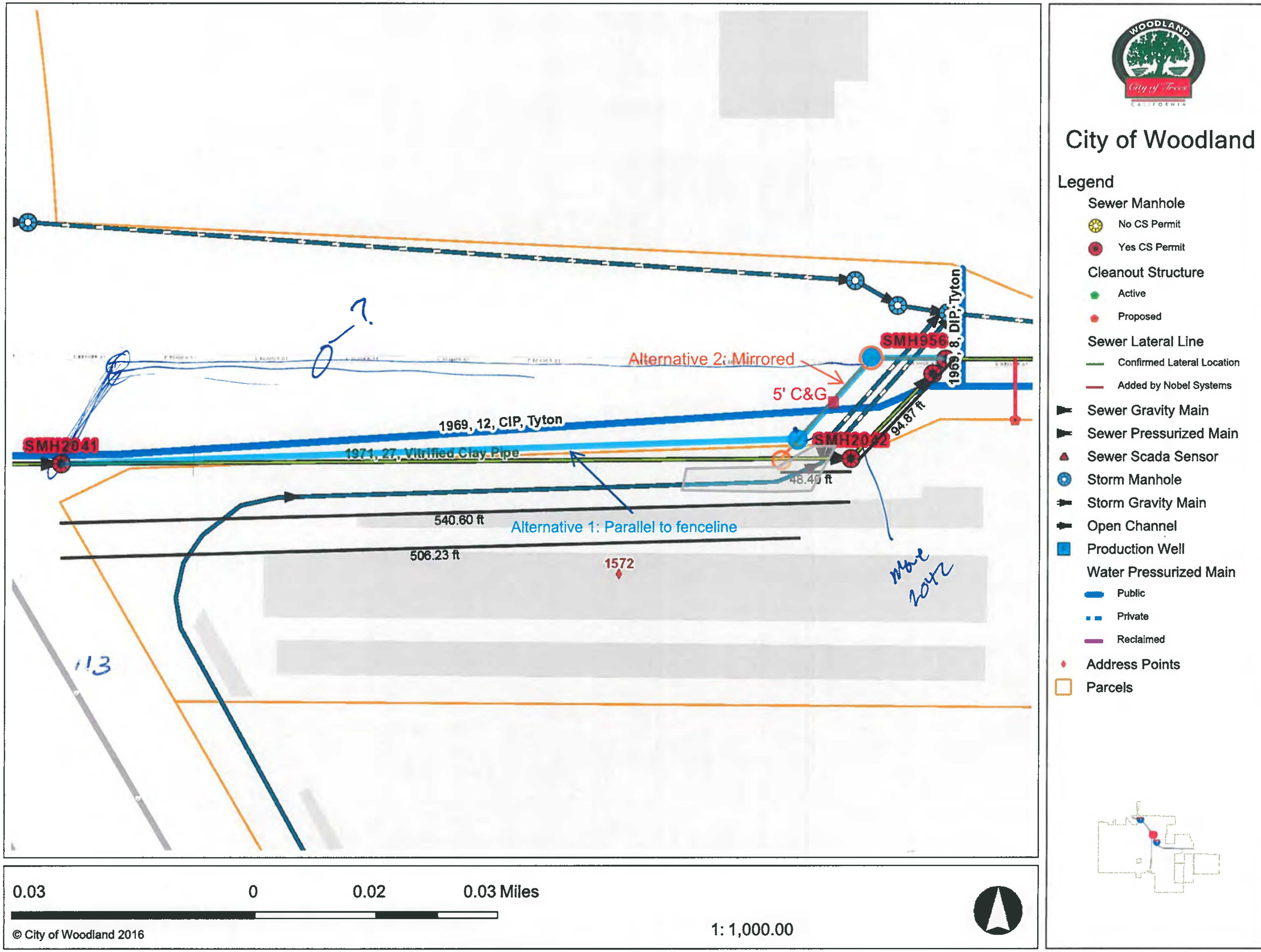


EXHIBIT "D"



SMH2041
1969, 12, CIP, Tyton
1971, 27, Vitrified Clay Pipe
Alternative 2: Mirrored
5' C&G
SMH956
SMH2042
1969, 8, DIP, Tyton
94.87 ft
48.40 ft
540.60 ft
506.23 ft
Alternative 1: Parallel to fenceline
1572
113
City of Woodland
Legend
Sewer Manhole
No CS Permit
Yes CS Permit
Cleanout Structure
Active
Proposed
Sewer Lateral Line
Confirmed Lateral Location
Added by Nobel Systems
Sewer Gravity Main
Sewer Pressurized Main
Sewer Scada Sensor
Storm Manhole
Storm Gravity Main
Open Channel
Production Well
Water Pressurized Main
Public
Private
Reclaimed
Address Points
Parcels
0.03
0
0.02
0.03 Miles
© City of Woodland 2016
1: 1,000.00

Legislation Text

11.

File #: 17-0337, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Approval of Sub-recipient Agreement with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of $89,159 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact

Dan Sokolow, Senior Planner - (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact

The Department of Housing and Urban Development (HUD) will provide a portion of the grant, $5,618, for administration in order to defray the City's costs in administering the grant.

Background

The City of Woodland has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances the programs have been operated by the Yolo Wayfarer Center.

In 2016, the City applied for four separate CoC grants. HUD awarded the City three of the four grants and has issued a grant agreements/scope of work for the Consolidated Permanent Supportive Housing for Chronically Homeless 2016 project ($89,159 grant award amount).

2016 Continuum of Care Competition Grant Applications:

- Consolidated Permanent Supportive Housing for Chronically Homeless 2016 ($89,159), HUD grant agreement released (subject of this council report)

- Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2016 ($149,855), HUD grant agreement pending

- Bonus Project Permanent Supportive Housing for Chronically Homeless 2016 ($24,085), HUD grant agreement pending

- Reallocation (2014) Permanent Supportive Housing for Chronically Homeless ($9,070), HUD grant not awarded

Discussion

The Consolidated Permanent Supportive Housing for Chronically Homeless 2016 grant will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted through the grant will receive supportive services.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of $89,159 and authorizes the Finance Officer to amend the budget as necessary.

Public Contact

Posting of the City Council agenda.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

Paul Navazio

Paul Navazio, City Manager

Attachments:
1. Resolution
2. Subrecipient Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A 2016 CONTINUUMM OF CARE PROGRAM GRANT

WHEREAS, the Continuum of Care Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland has received Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a subrecipient agreement in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amount of $89,159 (Consolidated Permanent Supportive Housing for Chronically Homeless 2016 project), and any other documents necessary to implement this program;

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 3: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the City Council this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

2016 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing for Chronically Homeless 2016)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2017 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2016 (but PY 2017/18).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2016 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2016 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about February 15, 2017, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2016 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

"Covenants Re: Use of Federal Funds" means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

"Schedule of Performance" means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

"Scope of Services" means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

"Services" is defined in Section 4.1 of this Agreement.

"Staff" means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

"SUBRECIPIENT" means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT's Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT's Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or thee context should otherwise require.

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

"WOODLAND" means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the "City Manager"), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Eighty-Nine Thousand, One Hundred Fifty-Nine Dollars ($89,159) (less administrative costs of $5,618 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the "Disbursement Schedule"):

A. The sum of Eighty-Nine Thousand, One Hundred Fifty-Nine Dollars ($89,159) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND's customary conditions for a Grant (the "Conditions of Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the "Term") shall commence on March 1, 2017 and shall terminate on February 28, 2018 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the "Services") as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT's Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT's application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."

> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

> "The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland."

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attoneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3^{rd}) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND: City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to “WOODLAND” or “SUBRECIPIENT” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default of breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

> "A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“WOODLAND”

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Eighty-Nine Thousand, One Hundred Fifty-Nine Dollars ($89,159), WOODLAND shall retain a total of Five Thousand Six Hundred Eighteen Dollars ($5,618) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing for Chronically Homeless 2016) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Eighty-Nine Thousand, One Hundred Fifty-Nine Dollars ($89,159) less City administrative costs of ($5,618) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the "Federal Funding Accountability and Transparency Act" through reporting required information at https://www.fsrs.gov/.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement; and

   ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on March 1, 2017 and terminating on February 28, 2018.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	45,583		
2 Supportive Services*	16,251		
3. Operations**	21,707		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	83,541		
6. Administration	5,618		
7. Total CoC Request (total lines 5 and 6)	89,159		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

12.

File #: 17-0353, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Approval of Revised Fiscal Year 2016/17 Transportation Development Act Claim

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, Authorizing Filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

This revised Transportation Development Act (TDA) claim results in a reduction of revenue in State Transit Assistance (STA) Funds of $86,847. The majority of the transportation funding claimed is allocated to the Yolo County Transportation District (YCTD) for provision of public transit services, and the remainder is available to be used for City street maintenance programs and activities. The reduction in STA revenues will leave $1,360,423 available for City programs. The FY2016/17 operating budget appropriated $1,653,296 for these activities. The difference between expected revenues and expenditures is supplemented by Measure E revenues, as approved in the Measure E spending plan.

Background

Each year the City of Woodland receives apportionments of funds under the State Transportation Development Act (TDA) for support of public transportation services. One allocation is the Local Transportation Funding (LTF) which includes deposited revenues from ¼ percent of the sales tax collected on all retail sales in the County. The County-wide LTF is apportioned to the local jurisdictions annually based on population. The second source of funds is the State Transit Assistance (STA) account, which is funded through a portion of the sales tax on diesel fuel. These funds are administered by the Sacramento Area Council of Governments (SACOG).

The City approved its original claim for TDA funds in October 2016. However, in February 2017 SACOG provided revised allocations for the STA funds as a result of reduced funding from the State. The reduction in STA revenues is due to substantial drop in diesel fuel prices during FY2015/16 and 2016/17. The reduction of available funds results in the need for the City to file a revised claim to SACOG.

Discussion

By law, the first priority for the use of Woodland's LTF allocations is for transit needs. These transit requirements are handled by the Yolo County Transportation District (YCTD) who submits its annual budget to the City for payment. Any remaining dollars are available for street maintenance, striping, signs, etc., as detailed in the City's operating budget.

STA allocations have not historically been a consistent source of funds available to the City. Any allocation of STA was required to be spent only on transit capital needs; no amounts were permitted for administration or street maintenance. Due to the fuel tax swap enacted by the State in March 2010, this restriction has been temporarily lifted, and STA funds are allowed to be used for operations.

The YCTD has made a concerted effort to manage their annual operating costs, however, each year for the last three years the District's budget has increased by more than 7%. As the cost of transit services increase, the amount of funding remaining and available for the City's street maintenance program has been decreasing and will continue to decrease over time. The City's long-term transportation funding plan takes this projected reduction in available funding into account, and results in an increased reliance on Measure E (local ½-cent sales tax) or other supplemental funding in future years.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, Authorizing Filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio

Paul Navazio, City Manager

Attachments: Proposed uses of TDA Funds
Resolution

Proposed Use of Transportation Development Act Funds
Fiscal Year 2016/17

	LTF	STA	Total
Current Year Apportionment	2,878,989	147,303	3,026,292
Less: SACOG Administration	(86,370)	-	(86,370)
Net Available for City Use	2,792,619	147,303	2,939,922
PROPOSED USAGE:			
Yolobus Services - Operating	994,170	147,303	1,141,473
YCTD Paratransit Service	361,499	-	361,499
YCTD Capital	54,289		54,289
Transportation Overhead	12,538	-	12,538
Community Care Car	9,700	-	9,700
Street Maintenance	1,360,423	-	1,360,423
Total	2,792,619	147,303	2,939,922

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

FISCAL YEAR 2016/2017

WHEREAS the Sacramento Area Council of Governments provides funding for municipalities for the state's Local Transportation Funds; and

WHEREAS the City of Woodland receives annual apportionment of funds under the State Transportation Development Act (TDA) for the support of public transportation services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1: In accordance with Chapter 1400, Statues 197; Chapter 161 and 1002; Statutes 1979; and applicable rules and regulations, the City of Woodland is entitled to file a claim for Transportation Development Act apportionment.

Section 2: The Finance Officer of the City of Woodland is hereby authorized to complete and file with the Sacramento Area Council of Governments the 2016/17 claim for Local Transportation Funds and State Transit Assistance funds.

PASSED AND ADOPTED by the City Council this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Text

13.

File #: 17-0325, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: 2017 Road Maintenance Project, CIP 17-03; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, approving the project plans and specifications for the 2017 Road Maintenance Project, CIP 17-03 and authorizing bid advertisement.

Staff Contact

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

The total project budget is $1,324,668 as identified in the current Capital Budget as CIP 17-03. The project is primarily funded by Measure E with Water Enterprise Funds in the amount of $112,980 to fund improvements associated with water utility conflicts. This project funding is consistent with the current approved Capital Budget and the Measure E Spending Plan.

The Engineer's estimate of construction cost is $750,000. The difference between the total project budget and the engineers estimate is the amount budgeted for design, construction management, inspection and construction contingency. To ensure the project does not exceed the approved funding, the project will be bid with additive alternates.

Background

In 2006, voters approved the Measure E, ½ cent sales tax, along with advisory measures to identify voter preferences for use of those tax proceeds. Under the advisory measures, road maintenance and repair received the second highest voter response. Accordingly, staff identified a pavement management program that included annual road maintenance projects and semi-annual road reconstruction projects for the Capital Budget.

Unfortunately, due to reduced sales tax revenues, many of the Measure E funded road maintenance projects have been deferred. Capital Improvement Project 17-03 is only the sixth road maintenance project that is funded entirely by Measure E. The other fully Measure E funded maintenance projects were completed in 2007 (various locations), 2008 (Zones 4 & 7), 2012 (Zone 8), 2014 (Zones 5 & 6), and 2016 (Zones 1 & 2).

Pavement maintenance projects completed in 2009 and 2010 (both in Zone 3) were primarily funded by

Proposition 1B and American Recovery and Reinvestment Act (ARRA) funding respectively with Measure E used as the matching fund source. The pavement maintenance and repair performed in 2013 throughout town as a result of damage caused by the water meter installation project was funded by that project.

Prior to the expiration of Measure E funding, staff is planning one additional Measure E funded pavement maintenance project. The project is planned for 2018 to perform maintenance in the remaining Zones 9, 10, 11 and 14.

Discussion

Pavement maintenance is significantly different than pavement rehabilitation or reconstruction which repairs failed roadways. The goal of pavement maintenance is to prevent needing reactive road repair by proactively preserving and maintaining pavements in fair condition which have not yet deteriorated to the point of needing rehabilitation.

To increase cost efficiency and minimize public inconvenience, pavement maintenance work is completed in discrete 'zones' of the city. Geographically bounding projects reduces the cost for construction and traffic control; it also increases the effectiveness of management and inspection.

The current project scope is to provide pavement maintenance seals in Zones 12 and 13 of the City. This is the area bound East Street, Gibson Road, CR-102, and the south City limits. The work is primarily on local streets with contract additive alternates to include work on some collector and arterial roadways in both zones as funding allows. The project also includes resurfacing portions of Farnham Avenue and Gum Avenue to address pavement surface damage resulting from the Industrial Park Recycled Water Project, CIP 15-10. The work on Farnham and Gum is an additive alternate as it will be funded 50% Water Enterprise and 50% Measure E.

Zones 12 and 13 were chosen because the areas consist of pavements that are at an age and condition prime for inexpensive surface seal work to preserve their condition and extend their useful life. Pavements should be resurfaced within the first 5-7 years after construction and every 7-10 years thereafter, to prevent age related cracking that can progress into premature asphalt failures. On average, the roadways in Zone 13 within the project area were constructed 10-12 years ago; streets in Zone 12 have not been surfaced in over 16.

In 2016, in preparation for this project, O&M street crews began performing crack sealing and repair in the two zones. This preparatory work is done in one to two years in advance of surface seal projects to repair the worst areas of roadways and allow lower cost surface seals to be placed on the roads to prevent further deterioration.

The Federal Highways Administration, Department of Justice, and Department of Transportation require that all projects awarded after July 1, 2014, that apply certain maintenance treatments to roadways must install and improve curb ramps within the project area. This requirement adds over $300,000 to the cost of this project.

Upon Council authorization, project bids will be solicited and staff anticipates returning to Council for contract award in June 2017 for a construction start date in July 2017.

Conclusion

Staff recommends that the City Council adopt Resolution No. ______, approving the project plans and specifications for the 2017 Road Maintenance Project, CIP 17-03 and authorizing bid advertisement.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution
Attachment B - Zone Map
Attachment C - Project Location Maps

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2017 ROAD MAINTENANCE PROJECT, CIP 17-03; AND AUTHORIZING BID ADVERTISEMENT

WHEREAS, the City of Woodland has $1,324,668 of primarily Measure E funds that includes $112,980 of Water Enterprise funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2017 Road Maintenance Project, CIP 17-03 (the "Project"); and

WHEREAS, the funding is consistent with the Capital Budget and the Measure E Spending Plan; and

WHEREAS, the Federal Highway Administration and Department of Justice published a directive that all surfacing projects awarded after July 1, 2014 that improve the roadway structure must improve all corner ramps within the project limits; and

WHEREAS, the City Council desires to expend the funds and to construct the Project improvements; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

<u>Section 1</u>. The City Council hereby approves the plans and specifications for the 2017 Road Maintenance Project, CIP 17-03, which are available and on file with the City Clerk.

<u>Section 2</u>. The City Council authorizes City staff to advertise the 2017 Road Maintenance Project, CIP 17-03 for bids, with construction anticipated to begin in July 2017.

<u>Section 3</u>. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

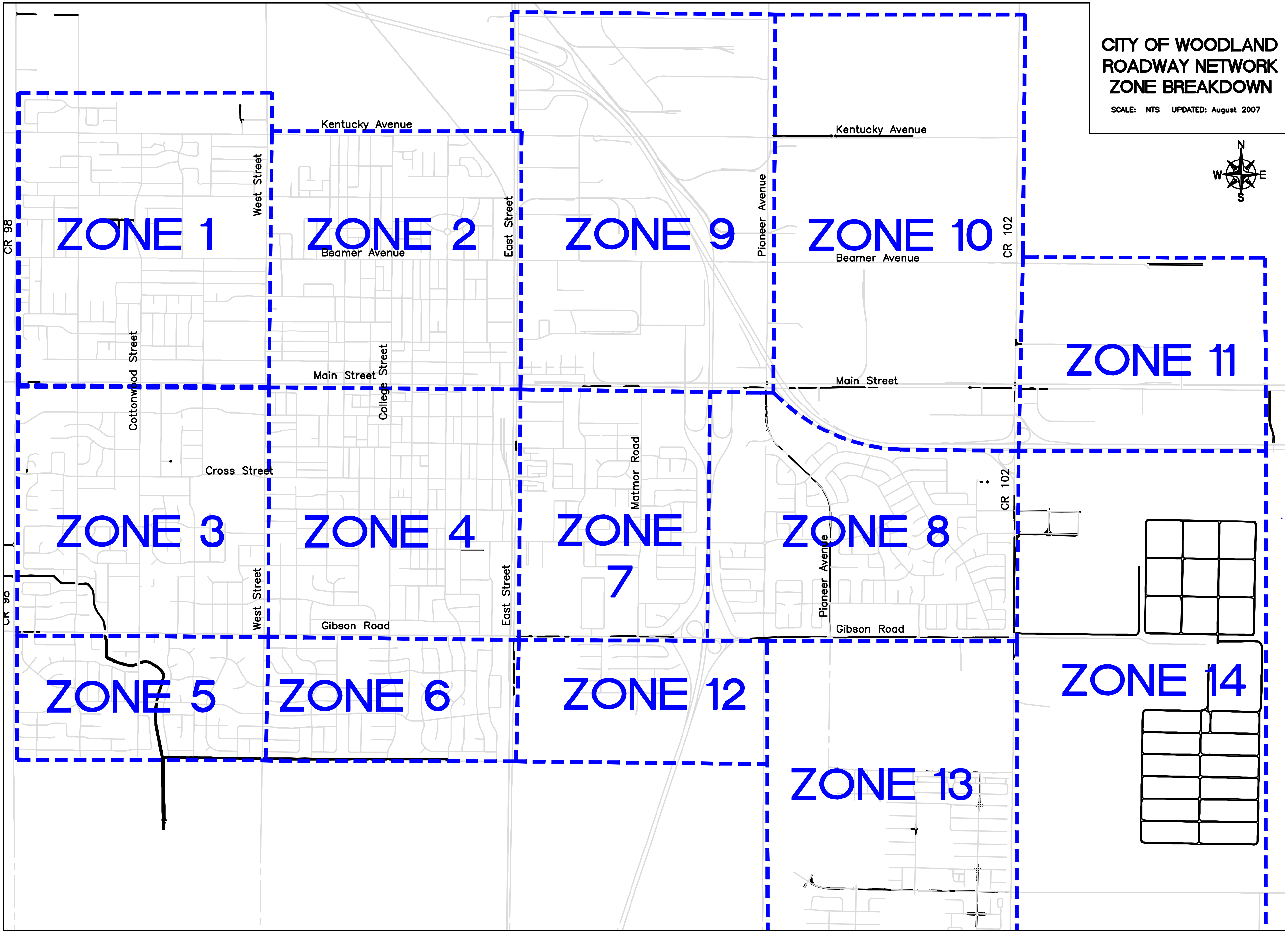
PASSED AND ADOPTED this ________ day of ___________ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk


CITY OF WOODLAND
ROADWAY NETWORK
ZONE BREAKDOWN
SCALE: NTS UPDATED: August 2007
N
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ZONE 9
ZONE 10
ZONE 11
ZONE 3
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ZONE 12
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ZONE 14
Kentucky Avenue
Kentucky Avenue
Beamer Avenue
Beamer Avenue
Main Street
Main Street
Gibson Road
Gibson Road
Cross Street
West Street
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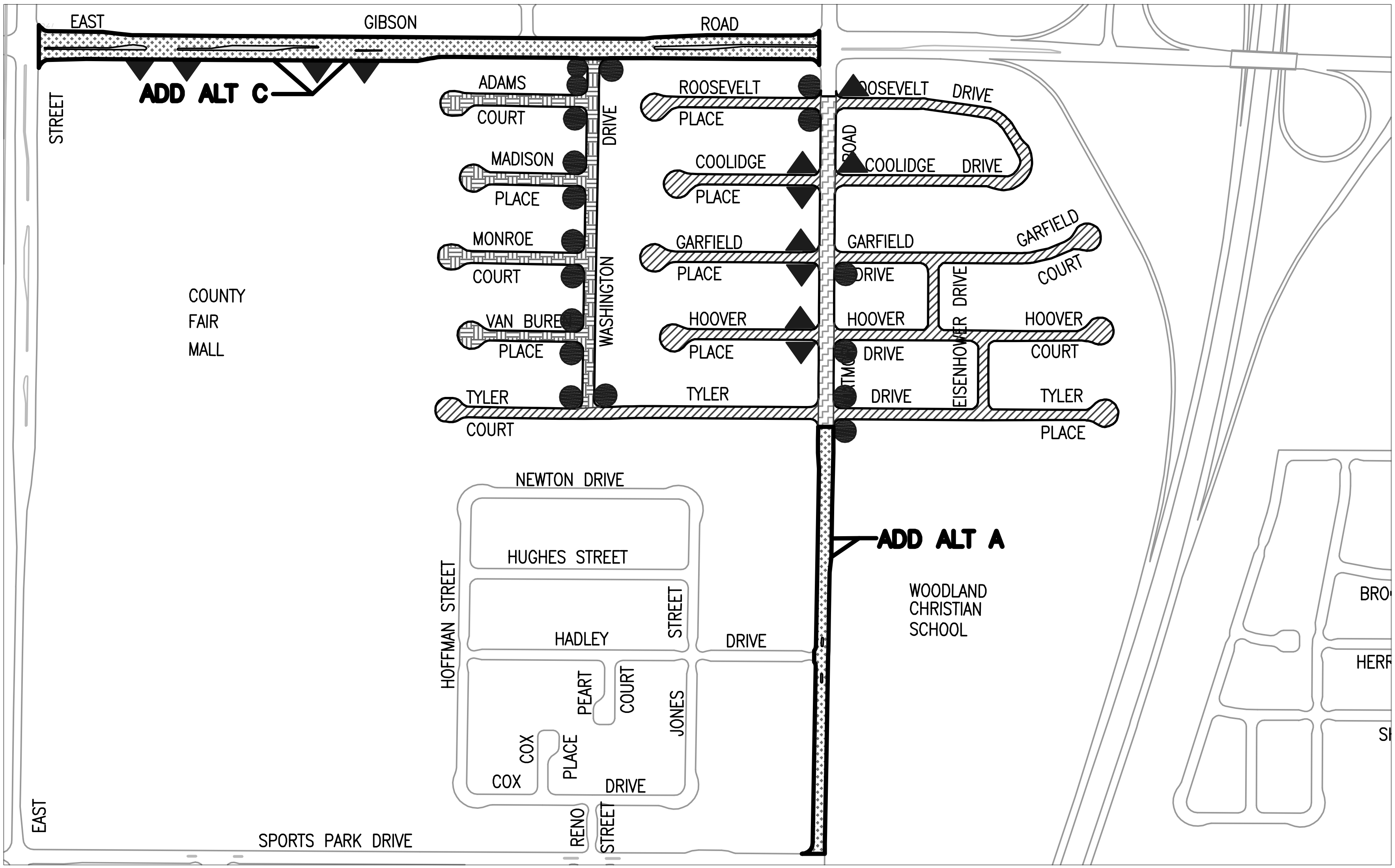
East Street
East Street
Cottonwood Street
College Street
Matmor Road
Pioneer Avenue
Pioneer Avenue
CR 98
CR 102
CR 102



SHEET NOTES

CALTRANS DETAIL A88A ADA RAMP CASE C

CALTRANS DETAIL A88A ADA RAMP CASE A

SLURRY

MICROSURFACING

DOUBLE MICRO

ADD ALT MICROSURFACING

SHEET KEY

A	B
	C
	D

N E S W

REGISTERED PROFESSIONAL ENGINEER DIANA R. AYON C73038 Exp. 12/31/18 CIVIL STATE OF CALIFORNIA

PROJECT #17-03
2017 ROAD MAINTENANCE PROJECT
BASE BID
PROJECT LAYOUT

BENCH MARK:
ELEVATION: N/A DATUM: N/A
DESCRIPTION:

CITY OF WOODLAND
APPROVED BY:
Brent Meyer
City Engineer
DATE: 12/20/2016

PROJECT ENGINEER'S SIGNATURE
BY: Diana R. Ayon
Diana R. Ayon
Associate Civil Engineer
DATE: 12/20/2016 P.E. C73038
REGISTRATION EXP.: 12/31/2018

SCALE:
HORIZ. NOT TO SCALE VERT. NOT TO SCALE

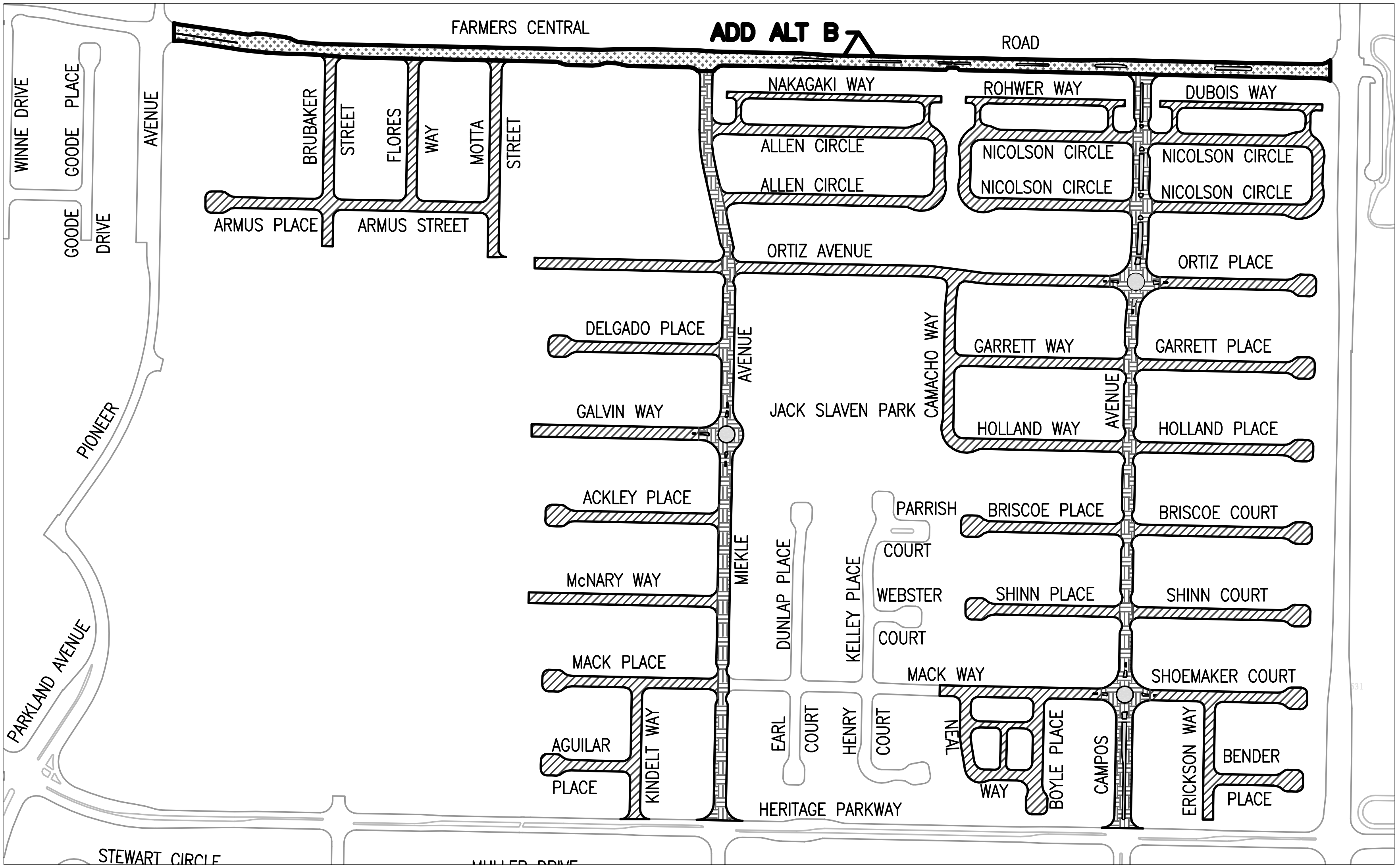
DATE: 12/20/2016

DESIGNED BY DIANA R. AYON
DRAWN BY LORENZO HERNANDEZ
REVIEWED BY KATHLEEN WURZEL
FILE:

REVISIONS

NO.	DESCRIPTION	BY / APPR.	DATE / DATE

2017 ROAD MAINT. PROJECT
SHEET 4 OF 22



SHEET NOTES

SLURRY

MICROSURFACING

ADD ALT MICROSURFACING

SHEET KEY

A	B
	C
	D

REGISTERED PROFESSIONAL ENGINEER
DIANA R. AYON
C73038
Exp. 12/31/18
CIVIL
STATE OF CALIFORNIA

PROJECT #17-03
2017 ROAD MAINTENANCE PROJECT
BASE BID
PROJECT LAYOUT

BENCH MARK:
ELEVATION: N/A DATUM: N/A
DESCRIPTION:

CITY OF WOODLAND
APPROVED BY:
Brent Meyer
City Engineer
DATE: 12/20/2016

PROJECT ENGINEER'S SIGNATURE
BY: Diana R. Ayon
Diana R. Ayon
Associate Civil Engineer
DATE: 12/20/2016 P.E. C73038
REGISTRATION EXP.: 12/31/2018

SCALE:
HORIZ. NOT TO SCALE VERT. NOT TO SCALE

DATE: 12/20/2016

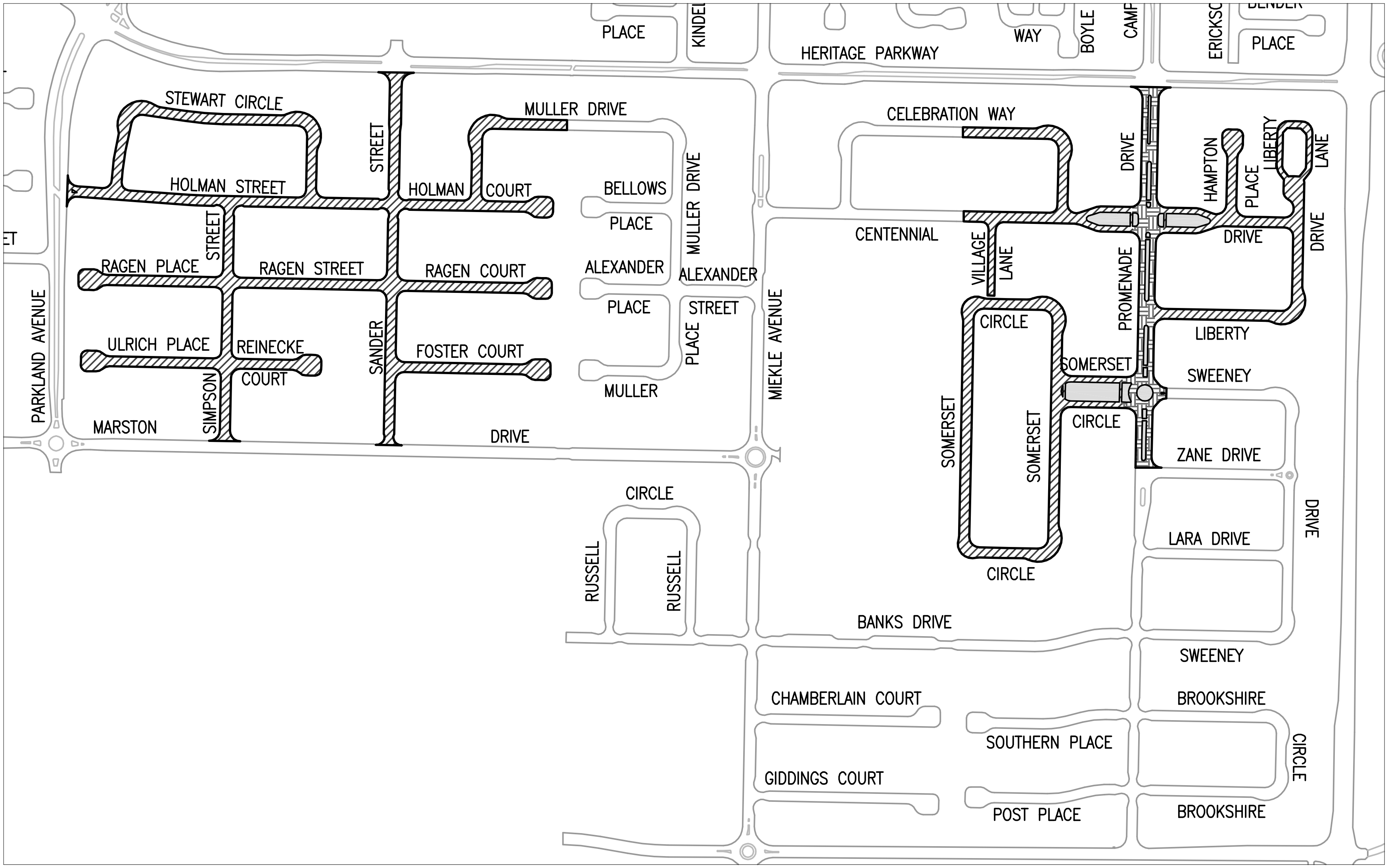
DESIGNED BY DIANA R. AYON
DRAWN BY LORENZO HERNANDEZ
REVIEWED BY KATHLEEN WURZEL
FILE:

REVISIONS

NO.	DESCRIPTION	BY APPR.	DATE DATE

2017 ROAD MAINT. PROJECT

SHEET 5 OF 22

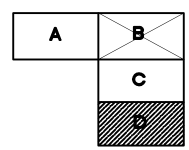


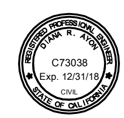
SHEET NOTES

SLURRY

MICROSURFACING

SHEET KEY





PROJECT #17-03

2017 ROAD MAINTENANCE PROJECT

BASE BID

PROJECT LAYOUT

BENCH MARK:
ELEVATION: N/A DATUM: N/A
DESCRIPTION:

CITY OF WOODLAND
APPROVED BY:

Brent Meyer
City Engineer
DATE: 12/20/2016

PROJECT ENGINEER'S SIGNATURE
BY: Diana R. Ayon
Diana R. Ayon
Associate Civil Engineer
DATE: 12/20/2016 P.E. C73038
REGISTRATION EXP.: 12/31/2018

SCALE:
HORIZ. NOT TO SCALE VERT. NOT TO SCALE

DATE: 12/20/2016

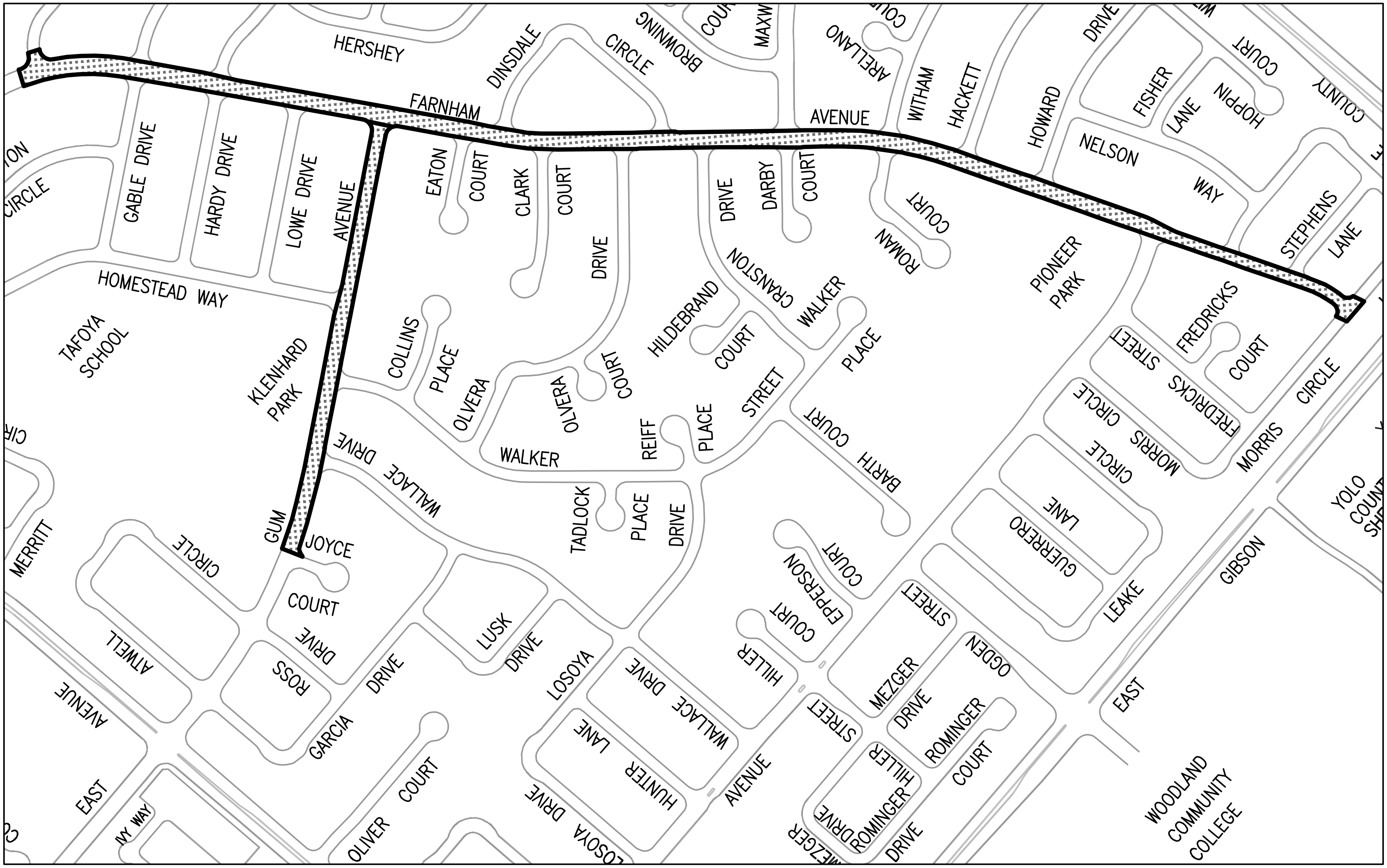
DESIGNED BY DIANA R. AYON
DRAWN BY LORENZO HERNANDEZ
REVIEWED BY KATHLEEN WURZEL
FILE:

REVISIONS

NO.	DESCRIPTION	BY / APPR.	DATE / DATE

2017 ROAD MAINT. PROJECT

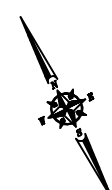
SHEET 6 OF 22



SHEET NOTES

ADD ALT MICROSURFACING

ADD ALT D: FARNHAM AVENUE AND GUM AVENUE



PROJECT #17-03
2017 ROAD MAINTENANCE PROJECT
ADD ALT D
PROJECT LAYOUT

BENCH MARK:
ELEVATION: N/A DATUM: N/A
DESCRIPTION:

CITY OF WOODLAND
APPROVED BY:
Brent Meyer
City Engineer
DATE: 12/20/2016

PROJECT ENGINEER'S SIGNATURE
BY: Diana R. Ayon
Diana R. Ayon
Associate Civil Engineer
DATE: 12/20/2016 P.E. C73038
REGISTRATION EXP.: 12/31/2018

SCALE:
HORIZ. NOT TO SCALE VERT. NOT TO SCALE

DATE: 12/20/2016

DESIGNED BY DIANA R. AYON
DRAWN BY LORENZO HERNANDEZ
REVIEWED BY KATHLEEN WURZEL
FILE:

REVISIONS

NO.	DESCRIPTION	BY / APPR.	DATE / DATE

REGISTERED PROFESSIONAL ENGINEER
DIANA R. AYON
C73038
Exp. 12/31/18
CIVIL
STATE OF CALIFORNIA

2017 ROAD MAINT. PROJECT
SHEET 7 OF 22

File #: 17-0326, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: 2016/2017 ADA Improvement Project, CIP 17-12; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2016/2017 ADA Improvement Project, CIP 17-12, and authorizing bid advertisement.

Staff Contact

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

The total project budget is $200,000 with funding provided from Community Development Block Grant (CDBG) and identified in the current Capital Budget as CIP 17-12. The project budget includes $25,000 from Water Enterprise Funds for improvements associated with water utility conflicts.

The Engineer's estimate of base bid construction cost is $120,000. The difference between the total project budget and the engineer's estimate is the amount budgeted for design, construction management, inspection and construction contingency. To ensure the project does not exceed the approved funding, the project will be bid with additive alternates. The Engineer's estimate of the base bid plus all additive alternates is $290,000.

Background

The City of Woodland applies for CDBG funds annually from the United States Department of Housing and Urban Development (HUD). CDBG funds must be used for activities that assist lower-income persons and to eliminate conditions of blight from the community.

In 2016, the Engineering Division applied for and received $140,000 in CDBG grant funding for access improvements for persons with disabilities to various locations within the City. On March 7, 2017, Council approved a CDBG funding increase of $35,000 to this FY 2016/2017 ADA Improvement Project, which was remaining from previously funded CDBG projects that were completed or canceled. This brought the total CDBG project funding to $175,000 and the total project budget to $200,000.

Discussion

The project conforms to the requirements of the CDBG grant, the Americans with Disabilities Act (ADA), and is in conformance with the overall ADA Program/Priority Route which was identified in conjunction with the City's ADA citizen's advisory committee. Wherever reasonable, construction hours will be limited such that work is completed in a manner that minimizes disruption to local businesses, schools and residents.

The project locations were selected from the City's priority route, which is coordinated with YoloBus routes. These routes connect government buildings, medical facilities, parks, schools and other high use facilities throughout the City. The 2017 project locations are shown on the attached drawing.

Upon Council authorization, project bids will be solicited and staff anticipates returning to Council for contract award in June 2017 for a construction start date in July 2017.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2016/2017 ADA Improvement Project, CIP 17-12, and authorizing bid advertisement.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution
Attachment B - Project Location Drawing

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2016/2017 ADA IMPROVEMENT PROJECT, CIP 17-12; AND AUTHORIZING BID ADVERTISEMENT

WHEREAS, the City of Woodland has a total project budget of $200,000, including $175,000 in Community Development Block Grant (CDBG) funds identified in the Capital Budget to use for access improvements for persons with disabilities at various locations throughout the City, referred to as the 2016/2017 ADA Improvement Project, CIP 17-12 (the "Project"); and

WHEREAS, the City Council desires to expend the funds and to construct the Project; and

WHEREAS, the Project conforms to the requirements of the CDBG grant, the Americans with Disabilities Act (ADA), and is in conformance with the overall ADA Program/Priority Route which was identified in conjunction with the City's ADA citizen's advisory committee; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the plans and specifications for the 2016/2017 ADA Improvement Project, CIP 17-12, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the 2016/2017 ADA Improvement Project, CIP 17-12 for bids, with construction anticipated to begin in July 2017.

Section 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

PASSED AND ADOPTED this ________ day of ___________ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

CITY OF WOODLAND

2017 ADA IMPROVEMENT PROJECT, CIP#17-12

PROJECT MAP

REGISTERED PROFESSIONAL ENGINEER
DIANA R. AYON
C73038
Exp. 12/31/18
CIVIL
STATE OF CALIFORNIA

DESIGNED BY DRA DRAWN BY DRA REVIEWED BY KAW FILE:	REVISIONS NO. | DESCRIPTION | BY | DATE | APPR. | DATE	BENCH MARK: ELEVATION: N/A DATUM: N/A DESCRIPTION:	PROJECT ENGINEER'S SIGNATURE BY: Diana R. Ayon DATE: 03/2/17 P.E. C73038 REGISTRATION EXP.: 12/31/18	CITY OF WOODLAND APPROVED BY: DATE: 03/2/17 Brent Meyer City Engineer	CITY OF WOODLAND PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 300 FIRST ST. WOODLAND, CA 95695 (530) 661-5961	PROJECT #17-12 2017 ADA IMPROVEMENT PROJECT COVER SHEET

SCALE: HORIZ. N/A VERT. N/A DATE: 03/2/2017 PROJECT NO.	SHEET NO. 1 OF 1

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

15.

File #: 17-0336, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Increase the Fiscal Year 2016/2017 Literacy Program Budget by $30,302

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $73,375 to $100,677, a total increase of $30,302 in support of additional literacy program costs.

Staff Contact

Greta Galindo, Woodland Public Library Director, 530-661-5980;
Greta.galindo@cityofwoodland.org

Council Goal

Quality Of Life - Identify opportunities to restore funding to expand recreation programs and library services.

Fiscal Impact

The $30,302 total increase the Literacy Program Budget is due to two reasons:

1. The Woodland Public Library Program has sustained enrollment of adult students at 65 students necessitating the purchase of additional supplies, curriculum, computers, and materials.
2. The Woodland Public Library Literacy Program has increased program offerings, including family literacy programs and online high school diploma programs.

The additional appropriations are fully funded through Literacy Program revenues received from the State and various local agencies.

Discussion

The City Council approved the Fiscal Year 2016/2017 Literacy Program Budget of $70,375 based on estimates of California State Library Funding for the library literacy programs. The California State Library received additional funding from the State of California that was not anticipated when developing the Fiscal Year 2016/2017 Literacy Program Budget. These additional funds are in support of the increased programming.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $70,375 to $100,677, a total increase of $30,302 in support of additional literacy program costs.

Prepared by: Greta Galindo, Library Services Director

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2016/2017 LITERACY PROGRAM BUDGET

WHEREAS, the City of Woodland staff wishes to increase the Fiscal Year 2016/2017 Literacy Program Budget appropriation from $70,375 to $100,677; and

WHEREAS, the additional funding is fully funded through existing Literacy Program revenues, fund 301, and the estimated Literacy Program revenue for Fiscal Year 2016/2017 is $100,677, and the current Literacy Program revenue is $81,812.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the Literacy Program Budget appropriation shall be increased to $100,677.

PASSED AND ADOPTED by the City Council this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Text

16.

File #: 17-0340, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Adopt Resolution Authorizing the Submittal of Clean Air Funds Grant Application to the Yolo-Solano Air Quality Management District

Recommendation for Action: Staff recommends that the City Council authorize staff to submit an application to the Yolo-Solano Air Quality Management District for the 2017 Clean Air Funds Program cycle.

Fiscal Impact

There is no cost associated with the action. Any grant monies acquired from Clean Air Funds would be deposited into the Vehicle Replacement Reserve fund and used to augment future vehicle replacement costs.

Discussion

AB 2766, chaptered in 1990, allows air districts to collect $4 on each annual vehicle registration within their borders; one potential use for these funds is to reduce emissions caused by mobile sources. Yolo-Solano Air Quality Management District (AQMD) uses a portion of this revenue for the Clean Air Funds, which seeks to enhance the power of each dollar by directing money to the most cost-effective, impactful projects. The specific purpose of the Clean Air Funds is to provide financial incentives for reducing emissions from mobile sources of air pollution within the Yolo-Solano AQMD.

The deadline for submittal of all applications to the Yolo-Solano AQMD is 4:00 pm Friday, March 24, 2017. Applications received past the deadline will not be accepted.

Yolo-Solano AQMD staff will evaluate applications based on a number of criteria and will make recommendations to the Yolo-Solano AQMD Board of Directors; the Board of Directors can award Clean Air Funds for any project with the expressed mission of reducing mobile source emissions. Those awarded Clean Air Funds are notified in June and funding occurs during the next fiscal year. Applicants awarded Clean Air Funds are required to submit a final report to the District one year after project completion.

Staff intends to apply for 2017 program cycle grant funding to support the replacement of a 1999 Ford F-250 with a 2017 Toyota Hybrid Rav4. This vehicle replacement is estimated to reduce the municipal fleet's emissions by 2.5 metric tons of carbon dioxide equivalent per year, and will bring the City one step closer to achieving its Climate Action Plan goal of replacing 30 gasoline vehicles with 25 hybrids and 5 electric vehicles.

Conclusion

Staff recommends that the City Council authorize staff to submit an application to the Yolo-Solano Air Quality Management District for the 2017 Clean Air Funds Program cycle.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING SUBMITTAL OF APPLICATIONS FOR CLEAN AIR FUNDS DURING THE 2017 PROGRAM CYCLE

WHEREAS, AB2766 allows air districts to collect $4 on each annual vehicle registration within their borders, and one potential use of these funds is to reduce emissions caused by mobile sources; and

WHEREAS, the Yolo-Solano Air Quality Management District (AQMD) uses a portion of this revenue for the Clean Air Funds, which seeks to enhance the power of each dollar by directing money to the most cost-effective, impactful projects; and

WHEREAS, the specific purpose of the Clean Air Funds is to provide financial incentives for reducing emissions from mobile sources of air pollution within the Yolo-Solano AQMD; and

WHEREAS, Staff wish to apply for 2017 program cycle grant funding to support the replacement of a 1999 Ford F-250 with a 2017 Toyota Hybrid Rav4; and

WHEREAS, the vehicle replacement is estimated to reduce the municipal fleet's emissions by 2.5 metric tons of carbon dioxide equivalent per year, and will bring the City one step closer to achieving its Climate Action Plan goal of replacing 30 gasoline vehicles with 25 hybrids and 5 electric vehicles; and

WHEREAS, the City Council acknowledges that the deadline for submittal of all applications to the Yolo-Solano AQMD is 4:00pm on March 24, 2017, and that all applications received past the deadline will not be accepted;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland authorizes the submittal of an application to Yolo-Solano Air Quality Management District for the 2017 Clean Air Funds Program cycle.

PASSED AND ADOPTED by the City Council this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

17.

File #: 17-0345, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Adopt Resolution in Support of Sutter Health's Getting to Zero Regional, Collaborative Approach to Address Homelessness

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, supporting Sutter Health's *Getting to Zero* regional, collaborative approach for addressing homelessness.

Staff Contact

Dan Sokolow, Senior Planner - (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact

There is no fiscal impact.

Background

Last year, the Valley Area region of Sutter Health established a three-year regional campaign to align public, private and philanthropic programs and resources in support of reducing homelessness in Yolo, Sacramento, and Placer counties. Known as *Getting to Zero*, this effort seeks to effectively end homelessness in the three-county region over three years. Sutter Health has enlisted the participation of cities and counties in this effort and is asking them to adopt a resolution in support of *Getting to Zero. Getting to Zero* raises the profile of homeless issues in this region and emphasizes the need for a collaborative approach from the private and public sectors, faith-based organizations, and the non-profit community to address homelessness.

Together with local government and business partners, Sutter Health has committed to help raise $20 million over three years and will match up to $10 million in contributions to the *Getting to Zero* campaign. To date, Sutter Health has awarded four matching grants.

- **Davis** - The City received a $233,000 matching grant to increase permanent supportive housing for the chronically homeless population. Sutter Health's grant will allow Davis' New Pathways project to incorporate job training, bridge rental assistance, and supportive services.

- **Sacramento** - The City received a $433,000 matching grant to expand services at the Salvation Army's Center of Hope Emergency Shelter.

- **Placer County** - The County received a $1,000,000 matching grant to purchase housing and rental subsidies for up 20 homeless persons each year. These individuals are participating in the County's Whole Person Care Program.

- **Roseville** - The City received a $250,000 matching grant to support its Homeless Prevention and Rapid Rehousing Program.

Discussion

The resolution in support of *Getting to Zero* embraces a Housing First model. This is consistent with City Council action taken on September 1, 2015 to approve the adoption of a Housing First model for a coordinated approach to addressing homelessness. The Housing First model is either low barrier or no barrier to entry and places immediate emphasis on the goal of providing permanent housing to individuals and families, followed by provision of case-by-case wrap-around services, as needed.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council adopt Resolution No. ______, supporting Sutter Health's *Getting to Zero* regional homelessness effort.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

Paul Navazio
City Manager

Attachment: Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SUPPORTING SUTTER HEALTH'S GETTING TO ZERO REGIONAL, COLLABORATIVE EFFORTS TO ADDRESS HOMELESSNESS

WHEREAS, approximately 4,000 men, women, and children in the three-county region of Yolo, Sacramento, and Placer counties are homeless and live in locations not meant for human habitation; living in these conditions compromises health and wellness and overwhelms systems of community care, including shelters, hospital emergency rooms, jails, and mental health facilities;

WHEREAS, City of Woodland is committed to making choices, setting policies, and funding programs that best align the needs of all those in our community, including the needs of our homeless community;

WHEREAS, the City of Woodland supports a cohesive regional approach to addressing issues of homelessness and is committed to working with other local funding partners to do the same;

WHEREAS, the City of Woodland shares the goals of Getting to Zero, a coalition of business leaders, homeless services providers, non-profit, faith-based communities, and other organizations working together to provide meaningful solutions to both the immediate crisis of homelessness in our region and ongoing need for permanent housing opportunities;

WHEREAS, coordinated entry to low or no barrier housing as part of a continuum of care that includes access to supportive services, known as the Housing First model, is a nationwide best practice;

WHEREAS, the Housing First model facilitates a data-driven approach with measurable impacts that can foster success in helping the chronically homeless to gain and maintain housing stability through a Housing Crisis Resolution System; and

WHEREAS, the goal of Getting to Zero is to fund and support implementation of these practices in response to homelessness in Yolo, Sacramento, and Placer counties, a response that will lead our region to **"functional zero"** – the point at which the number of individuals experiencing a housing crisis in our community is equal to or fewer than the number of permanent housing units available to them.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby adopt the principles of coordinated entry to low or no barrier housing as part of a continuum of care that includes access to supportive services, known as the Housing First model;

Supports the Housing First model with its data-driven approach with measurable impacts that can foster success in helping the chronically homeless gain and maintain housing stability through a Housing Crisis Resolution System; and

Embraces this sustainable approach that creates lasting changes with measurable results by joining community, business and faith partners, non-profits, and other government entities in the region to support the structured and collaborative approach of Getting to Zero, a public-private partnership aimed at reaching functional zero in our region with the next three years.

PASSED AND ADOPTED by the City Council this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Text

18.

File #: 17-0339, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Second Reading and Adopt Ordinance Reauthorizing the Public Educational and Government Fee on State Cable Franchisees Operating within the City

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Amending Section 8A.650 of the Woodland Municipal Code Reauthorizing the Public Educational and Government Fee on State Cable Franchisees Operating within the City.

Staff Contact

Lynn Johnson, Senior Management Analyst - lynn.johnson@cityofwoodland.org

Fiscal Impact

The City receives approximately $32,000/year in AT&T franchise fee that is set aside for Public, Educational and Government (PEG) uses. Additionally, we are entitled to receive approximately $45,000/year in WAVE Broadband Franchise Fee for PEG uses. Both franchise fee agreements expire this year, and as such, the reauthorization of the PEG fee will ensure that the City of Woodland continues to receive these funds that can be used to expand and maintain the systems that support our government channels.

Background

The City Council previously adopted Woodland Municipal Code section 8A.650 which imposes a PEG fee on state cable franchisees operating within the City as authorized in the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). The Public Utilities Code requires that the PEG fee be reauthorized upon the expiration of an applicable state franchise.

The State franchise for franchisees operating within the City, including WAVE Broadband and AT&T, will expire and are expected to be renewed this year.

Discussion

The City receives 5% of gross revenue franchise fee from both AT&T and WAVE Broadband that is considered General Fund revenue. Additionally, the City is supposed to receive 1% of gross revenue fee that is set aside for PEG uses. The City has been receiving these PEG funds from AT&T and is working with WAVE Broadband to collect this additional 1% PEG revenue.

Reauthorization of the PEG fee is now required to continue receiving the PEG fee revenue. On March 7, 2017, the Woodland City Council adopted an Urgency Ordinance re-authorizing the PEG fee to ensure an uninterrupted funding stream, and introduced the attached Ordinance.

Adopting this Ordinance amending Section 8A.650 of the Woodland Municipal Code will provide the authorization necessary to secure the continued PEG funding.

Conclusion

Staff recommends that the City Council adopt Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Amending Section 8A.650 of the Woodland Municipal Code Reauthorizing the Public Educational and Government Fee on State Cable Franchisees Operating within the City.

Prepared by: Lynn Johnson, Senior Management Analyst

Paul Navazio, City Manager

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 8A.650 OF THE WOODLAND MUNICIPAL CODE REAUTHORIZING THE PUBLIC EDUCATIONAL AND GOVERNMENT FEE ON STATE CABLE FRANCHISEES OPERATING WITHIN THE CITY

WHEREAS, the City Council previously adopted Woodland Municipal Code section 8A.650 which imposes a public, educational and governmental ("PEG") fee on state cable franchisees operating within the City as authorized in the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"); and

WHEREAS, Public Utilities Code section 5870(n) provides that the PEG fee be reauthorized upon the expiration of an applicable state franchisee; and

WHEREAS, the state franchise for franchisees operating within the City, including AT&T, Inc. and WAVE Broadband, will expire and are expected to be renewed this year.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

SECTION 1. **Recitals.** The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. **Amendment.** Subsection (d) is hereby added to Section 8A.650 of the Woodland Municipal Code to read in full as follows:

> “(d) The public, educational, and government access fee authorized by subsection (b) is hereby reauthorized to the extent required by Section 5870(n) of the California Public Utilities Code. As such, all state franchisees operating within the City whose state franchise is renewed after the March 1, 2017 shall continue to collect and remit the PEG channel facilities fee as set forth in this section.”

SECTION 3. **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 that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. Moreover, the City Council previously adopted substantially similar provisions to those set forth in Section 2 in Ordinance No. 1611. This Ordinance is not intended to repeal Ordinance No. 1611 but to also adopt these regulations by general ordinance.

SECTION 4. **Effective Date.** This Ordinance shall take thirty (30) days after its adoption.

SECTION 5. **Publication.** The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

INTRODUCED on the 7th day of March, 2017, and **PASSED AND ADOPTED** by the City Council of the City of Woodland on this 21st day of March, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

82093.00007\29560327.1

Legislation Text

19.

File #: 17-0351, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Updated City Council Sub-Committee Assignments

Recommendation for Action: Staff recommends that the City Council:

1) Appoint an alternate to the Yolo County Natural Communities Conservation Plan (JPA); and

2) Re-assign members to the Community Choice Energy sub-committee; and

3) Appoint two Council Members to the Parks & Recreation Facility Needs Assessment sub-committee

Staff Contact

Ana B. Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

On December 20, 2016, Council approved assignments of Council Members to the various Council sub-committees. This report recommends selected revisions to the committee assignments, as discussed at the recent City Council retreat.

Discussion

Yolo County Natural Communities Conservation Plan (JPA):
Council Member Davies was appointed as a Primary member. Since his appointment, the City was notified by the JPA that the City needs to appoint an alternate should Council Member Davies not be able to attend.

It is recommended that Council Member Rodriguez be appointed as the alternate to the Yolo County Natural Communities Conservation Plan (JPA).

Community Choice Energy (CCE) Ad Hoc Sub-Committee:
Earlier this year, Mayor Barajas and Council Member Davies were appointed to serve on an Ad Hoc Sub-committee to help assess the opportunities and challenges of joining a Community Choice Energy JPA.

It is recommended that Council Member Stallard replace Council Member Davies on the CCE Sub-Committee.

Parks and Recreation Facility Needs Assessment Ad Hoc Joint Sub-committee (New):
At the Council retreat, it was suggested that a new Joint Ad Hoc Council Subcommittee be established to include two members of the City Council and two members from the Parks and Recreation Commission. The last recommendation is the appointment of two members of the City Council to a Parks and Recreation Facility Needs Assessment sub-committee. This subcommittee will assess the current and future parks and recreation facility needs by meeting with user groups to understand their needs relative to the current facilities. The subcommittee will be charged with making recommendations to the full commission and City Council on parks and recreation facility needs by December 2017.

It is recommended that the City Council:

1) Authorize establishment of the Parks and Recreation Facility Needs Assessment Ad Hoc Joint Sub-committee, to include two members of the City Council and two members of the Parks and Recreation Commission, and
2) Appoint Council members Davies and Rodriquez to serve on the sub-committee as City Council representatives.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

CITY OF WOODLAND
CITY COUNCIL APPOINTMENTS - 2016-18
Adopted By Council - March 21, 2017

INTER-JURISDICTIONAL BODIES	BARAJAS	DAVIES	FERNANDEZ	RODRIGUEZ	STALLARD	MEETING DATES	MEETING TIME
LOCAL AGENCY FORMATION COMMISSION (LAFCO) (1)	P						
SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)	A				P	3rd Thursday	9:00 a.m.
YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)				p	A	2nd Monday	7:00 p.m.
YOLO COUNTY HOUSING AUTHORITY (2)	p					3rd Wednesday	4:00pm
YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT (YSAQMD)			A		P	2nd Wednesday	9:00 a.m.
WATER RESOURCES ASSOCIATION OF YOLO COUNTY (WRA)	A	P				5 x per yr and as needed on Monday	3:00 PM
WOODLAND/DAVIS CLEAN WATER AGENCY (JPA)	P	P				Quarterly 3rd Thursday	3:00 p.m.
SAC / YOLO VECTOR CONTROL AND MOSQUITO ABATEMENT DISTRICT	S. Denny					3rd Tuedsay	10:00am
YOLO COUNTY NATURAL COMMUNITIES CONSERVATION PLAN (JPA)		P				3rd Monday	5:30 PM

LIAISON APPOINTMENTS	BARAJAS	DAVIES	FERNANDEZ	RODRIGUEZ	STALLARD	MEETING DATES	MEETING TIME
YOLO COUNTY 2X2		P		a	P	4th Thursday	4:00 p.m.
WJUSD/WOODLAND COMM COLLEGE 3X2X2			P	P	a	2nd Wednesday	8:30 a.m.
CHAMBER OF COMMMERCE 2X2	P			a	P	1st Friday	8:30 AM
YCVB 2x2 (2)	One representative from each of Economic Development a ~~nd Downtown Sub-Committees~~ (per Reso. 6190)					On-call	
LIBRARY 2X2		P	a	P		On-call	
YGRIP (Youth Gang Reduction and Intervention) Steering Committee	P		P	a		On-call	
RECREATION FOUNDATION				P		4th Wed. - 5:30pm	
LEAGUE OF CALIFORNIA CITIES - VOTING DELEGATE (3)						League of Cities / Annual Conference	

STANDING COMMITTEES	BARAJAS	DAVIES	FERNANDEZ	RODRIGUEZ	STALLARD	MEETING DATES	MEETING TIME
ECONOMIC DEVELOPMENT SUB-COMMITTEE	**P**				**P**	On-call	
DOWNTOWN REVITALIZATION SUB-COMMITTEE	*Merge with E.D. Sub-Committee*					On-call	
SUSTAINABILITY COMMITTEE			**P**		**P**	On-call	
INFRASTRUCTURE SUB-COMMITTEE	**P**	**P**				On-call	
FLOOD / WATER SUB-COMMITTEE (4)	*Merge into Infrastructure Sub-Committee*					On-call	
RAIL RELOCATION SUB-COMMITTEE (5)	*Merge int Infrastructure Sub-Committee*					On-call	
PUBLIC SAFETY SUB-COMMITTEE			**P**	**P**		On-call	
HOMELESS SUB-COMMITTEE	**P**		**P**			On-call	
AD HOC Sub-Committee							
MARIJUANA SUB-COMMITTEE (PROP 64)	**P**			**P**		On-call	
COMMUNITY CHOICE ENERGY (CCE)	**P**				**P**		
COMMISSION APPOINTMENTS	Rotating					On-Call	
PARKS & RECREATION FACILITY NEEDS ASSESSMENT SUB-COMMITTEE		**P**		**P**		On-Call	

A ALTERNATE Designee - fill-in when Primary not available
a Alternate - available to assist with Liaison role / Information Sharing

NOTES:
1) LAFCO - City board seats rotate ;Alternate thru June 2016; Full member as of July 2016
2) YCVB - Membership consists of one member from each ED and ~~DWNTN Sub-Committees~~
3) League CA Cities Voting Rep assigned prior to each Annual Conference
4) Flood / Water Sub-Committee aligns with Infrastructure Sub-Committee
5) Rail Relocation Committee aligns with Infrastructure Sub-Committee

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

20.

File #: 16-900, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: City Council Meeting Schedule for 2017

Recommendation: Staff recommends that the City Council approve its Meeting Schedule for 2017.

Background

The purpose of establishing specific meeting dates at this time is to avoid the need to adjust meeting dates as conflicts arise, and would allow for the City Council and staff to plan in advance for workflow, vacations and other activities so as to minimize conflicts with the City Council meeting schedule.

Discussion

In general, the proposed calendar retains the practice of conducting Regular Meetings on the 1st and 3rd Tuesdays of each month. However, over the course of the calendar year these dates occasionally conflict with holidays, winter and summer recess, and other dates such as elections and out-of-town meetings or conferences.

The City Council has reviewed the meeting schedule in conjunction with its Retreat / Study Session and has proposed minor revisions to accommodate conflicts with holidays as well as incorporating its summer and winter recess dates. The proposed meeting schedule facilitates planning and preparation of City Council agendas, vacations, and other activities that would be planned around the City Council's meeting schedule.

Also contemplated in this proposed meeting schedule is the ability of the Council to schedule one or more Special Meetings or Study Session, as needed. Special Meetings, which are generally restricted to a single subject, are useful when urgent Council action is needed prior to the next scheduled Regular Meeting. Study sessions are intended to provide the City Council with the opportunity to focus time and attention on a specific topic (or related topics), in a manner and setting that is impractical in the course of a Regular City Council meeting agenda.

The proposed schedule generally reflects municipal code provision establish the Council's regular meeting schedule as the 1st and 3rd Tuesday of every month, with the following modifications:

- Cap-To-Cap Trip (Washington, D.C.) - April 29th - May 3rd, 2017

  - CANCEL Regular Meeting of Tuesday, May 2nd
  - Replaced by Special Meeting on Thursday, May 4th

- Fourth of July
  - CANCEL Regular Meeting of Tuesday, July 4th
  - Replaced by Special Meeting on Thursday, July 6th

- Summer Recess 2016
  - Recess from July 19th through August 14th, 2017
  - Cancel August 1st meeting (1st Tuesday)
  - Hold Council meeting on August 15th (3rd Tuesday)

- Winter Recess - December 20, 2017 through January 8, 2018
  - Retains meetings 1st and 3rd Tuesdays in December
  - Cancel January 2nd, 2018 (1st Tuesday)

The proposed meeting schedules, to include the above are reflected in Attachment 1 to this staff report.

It should be noted that the meeting schedule is primarily used for planning purposes and remains flexible. The Council retains full discretion to modify the meeting schedule, should the need arise, throughout the year.

Conclusion

Staff recommends that the City Council consider adoption of a formal meeting schedule for 2017, as presented in Attachment 1 to this report, which modifies the scheduled established by existing City Code.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment - Proposed 2017 City Council Meeting Schedule

City Council Calendar
2017

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

City Council Meeting (Regular)
City Council Meeting (Special)
Council Study Session
Holiday

Cap to Cap (Apr 29- May 3)
Summer Recess (July 19 - Aug 14)
League of CA Cities Conference (Sept 13-15)
Winter Recess (Dec 20 - Jan 2)

* NOTE: May 2nd - CAP to CAP/Council Meeting and July 4th - Holiday/Council Meeting

Updated: 3/17/2017

Legislation Text

21.

File #: 17-0341, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Community Choice Energy Advisory Committee Update

Recommendation for Action: Staff recommends that the City Council:
(1) receive a presentation on the Community Choice Energy (CCE) Advisory Committee's activities to evaluate the benefits and risks of CCE participation; and
(2) provide feedback and questions pertinent to the committee's development of a final report and recommendation to the City Council to be presented on April 18.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
661-2060, roberta.childers@cityofwoodland.org

Discussion

Community Choice Energy (CCE)-also called Community Choice Aggregation-enables local governments to procure and/or develop power on behalf of their public facilities, residents, and businesses. The aims are to increase local choice in energy supply and provide electricity with high renewable energy content (50% or more) at electric rates that are competitive with those of the incumbent investor-owned utility (IOU), such as PG&E. While a CCE program determines the sources of its power supply, sets customer rates, and develops programs and incentives, the IOU continues to deliver the energy, maintain infrastructure, read meters, and bill the customers. Following are a few key statutory and regulatory requirements related to CCEs:

- Enabled by AB 117 (2002) and amended by SB 790 (2011)
- A CCE is required to serve all residential customers and may also serve municipal, commercial, and agricultural accounts
- The CCE becomes the default electric generation provider, but opt-outs are permitted at any time; those who opt out may opt back in after 12 months
- A minimum of four customer notifications is required pre/post commencement of service, with annual noticing thereafter
- An Implementation Plan must be certified by the California Public Utilities Commission (CPUC)
- All CCE customers pay PG&E an exit fee, known as a Power Charge Indifference Adjustment (PCIA)
- Utility low-income/CARE programs remain in place

Further background on CCE programs is provided in staff reports presented at the September 20, 2016 and

November 1, 2016 City Council meetings.

Several CCEs are operating in California. The City of Davis and Yolo County formed a Joint Powers Agency in October 2016 to develop and administer a CCE program named Valley Clean Energy Alliance (VCEA) and have encouraged Woodland's participation. The VCEA Board expects to submit its Implementation Plan to the CPUC in August 2017 and launch the program in spring 2018.

The Woodland City Council designated two members to serve as a CCE Subcommittee on September 20, 2016, and on November 15, 2016, formed an ad hoc community advisory committee to assist the City Council in evaluating the benefits and risks of Woodland joining a CCE program. The CCE Advisory Committee has been meeting every other week since early January and intends to provide its final report and recommendation to the City Council on April 18. This schedule will allow the time needed for the City Council to make a decision, inform the VCEA Board whether or not Woodland is interested in joining VCEA, and enable the VCEA Board to take the necessary actions to either approve of Woodland's participation and include the City in its planning process or move forward without Woodland's participation.

<u>Conclusion</u>

Staff recommends that the City Council:

(1) receive a presentation on the CCE Advisory Committee's activities to evaluate the benefits and risks of CCE participation; and

(2) provide feedback and questions pertinent to the committee's development of a final report and recommendation to the City Council to be presented on April 18.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio

Paul Navazio, City Manager

Legislation Text

22.

File #: 17-0365, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Update on the Sustainable Groundwater Management Act and the Formation of the Yolo Subbasin Groundwater Authority

Recommended Action: Staff recommends that the City Council: 1) receive an update on current formation of the Yolo Subbasin Groundwater Authority and 2) provide direction to staff, as needed, to inform next steps.

Staff Contact

Gregor G. Meyer, Public Works Director, (530) 661-5953, greg.meyer@cityofwoodland.org

Background

On January 3, 2017, Council received a presentation that gave the historical progression of the September 16, 2014 Sustainable Groundwater Management Act (SGMA) and how the Act has been managed to date within Yolo County. The legislative intent of SGMA is for groundwater to be administered sustainably in California's groundwater basins by local public agencies and newly-formed Groundwater Sustainability Agencies (GSAs).

The presentation outlined the four steps, or Phases, for developing and implementing the Sustainable Groundwater Management Act:

1. Formation of a Groundwater Sustainability Agency (GSA) - Involves realignment of basins and establishment of basin governance through formation of GSA's. **Must be complete by June 30, 2017**.
2. Develop a Groundwater Sustainability Plan (GSP) for the GSA Basin - Involves the development and adoption of a GSP by the GSA within the statutory 5-year milestone date. **Must be complete by June 30, 2022**.
3. Review and evaluation of the GSP by the Department of Water Resources (DWR). The DWR staff will review and evaluate the GSP to determine adequacy.
4. Implement the GSP and provide required reports over 20 years with Annual and 5-year updates. This is a locally-driven activity that provides annual reports and a GSP assessment every 5 years to the DWR.

Phase 1, formation of a GSA, is the current focal point of a large working group of local eligible entities. These water and land use agencies throughout the Subbasin have been working under the leadership of the Water Resources Association of Yolo County as the lead agency. This GSA formation advisory group also includes, and receives input from, other key stakeholders within the Subbasin. Such stakeholders include individual landowners (agricultural and domestic) that have private wells, environmental users of groundwater, tribes, private water companies, and disadvantaged communities.

The real driver behind this process is the regulatory timeline that requires completion of the Agency formation by June 30, 2017. Failure to accomplish this task prior to July 1, 2017 would precede the State Water Resources Control Board initiating probationary status for the Subbasin, which could then lead to the State assuming responsibility for the Subbasin in the future. This would signify the loss of local control of the groundwater resource… not something anyone, including the State, wants to have happen.

Discussion

Tonight's update is intended to provide the City Council with the current status of the Draft JPA Agreement and give a concise overview of the specific critical elements that are being proposed in the formation of the Yolo Groundwater Sustainability Agency (or the Yolo Subbasin Groundwater Authority - YSGA.) Two documents are attached that provide details that fill in any 'gaps' in tonight's brief update:

1. A Draft JPA Agreement
2. 'Critical Elements of the Proposed YSGA' whitepaper

The current draft of the JPA document (2/22/2017) has been reviewed and revised several times over multiple meetings of the working group and sub-committees. It is now in a format that the group feels is ready for legal review by eligible entity's legal staff. To that end, a conference of all entity lawyers is being scheduled to go over the language together, as opposed to the more linear path of having to send a draft to each lawyer, receive comments back, combine those comments, and send back out to all lawyers again. With as many as 18 to 24 eligible entities participating, it would be doubtful if that process could be completed within the June 30, 2017 timeline. This meeting is currently being scheduled.

In the meantime, the draft is attached for Council's review and comments/questions.

Because the working group felt an organized explanation of some of the proposed critical elements in the creation of the YSGA would be beneficial for those interested in the formation of the Authority but not in attendance at all the meetings, a white paper was developed for general distribution. Some of the key topics are:

- JPA Formation
    - The Yolo GSA Working Group recommends forming a new Joint Powers Authority to serve as the Yolo Subbasin Groundwater Authority. The proposed boundary of the Yolo Subbasin Groundwater Authority is shown in Attachment A.
- YSGA Governance Structure and Voting
    - Use an equal partners approach, particularly during the formation of this management structure. This is intended to help this subbasin-wide management agency be successful and result in the multiple signatories feeling mutually respected by each other.
    - The recognition and inclusion of select non-eligible entities as Affiliated Parties.
    - Grant one voting board seat per signatory (both JPA + Affiliated Parties).
    - Voting issues, including scope and typical matters that would require a two-thirds supermajority to pass.

- YSGA Fee Structure
    - Rationale for proposed startup fee structure.
    - Compare the collaborative approach to fees with the potential costs for each entity to develop their own independent GSA.
    - Review the fee schedule as shown in Attachment B to provide a budget for administration and program development costs for the first two years of the YSGA.

The JPA is being crafted to have a "re-opener" clause after two years, or at the completion of the initial phases of a Groundwater Sustainability Plan (GSP), whichever comes first. The reopener will allow voting and fee structures (along with any other relevant JPA articles of formation, purpose, or powers, etc.) to be revised or tuned according to the initial findings of the GSP work, and/or changes to SGMA regulatory implementation

Conclusion

Staff supports forming a GSA with a basic governance structure similar to the WRA and plans to bring a final JPA document back to Council in the next two months, with the goal of formally establishing the Yolo Subbasin Groundwater Authority prior to the June 30, 2017 deadline.

Staff recommends that the City Council: 1) receive an update on current formation of the Yolo Subbasin Groundwater Authority and 2) provide direction to staff, as needed, to inform next steps.

Prepared by: Gregor G. Meyer
Public Works Director

Paul Navazio, City Manger

Attachments:
1) Draft JPA Agreement
2) 'Critical Elements of the Proposed YSGA' whitepaper

JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE YOLO GROUNDWATER AUTHORITY
Draft 2/22/17

THIS AGREEMENT is entered into and effective this _________ day of ______, 2016 ("**Effective Date**"), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq*. ("**JPA Act**") by and among the entities listed in Exhibit A attached hereto and incorporated herein (collectively "**Members**").

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the "Sustainable Groundwater Management Act." Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Members and Affiliated Parties overlies the Yolo Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.67 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

C. Each of the Members is authorized by the Sustainable Groundwater Management Act to become, or participate in, a Groundwater Sustainability Agency under SGMA through a joint exercise of powers agreement.

D. The Members desire, through this Agreement, to form the Yolo Groundwater Authority, a separate legal entity, for the purpose of acting as the Groundwater Sustainability Agency for the Basin. The boundaries of the Authority are depicted on the map attached hereto as Exhibit A and incorporated herein.

E. The mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the Basin.

F. The Authority will serve primarily a coordinating and administrative role in order to provide for sustainable groundwater management of the Basin. Each of the Members and Affiliated Parties (or groups of Members and Affiliated Parties) will have primary authority and responsibility to implement SGMA within the Management Areas or the individual jurisdictions managed by Members or Affiliated Parties or groups of Members and Affiliated Parties.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions**. As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. "**Agreement**" shall mean this Joint Exercise of Powers Agreement Establishing the Yolo Groundwater Authority.

b. "**Affiliated Parties**" shall mean those entities that are legally precluded from becoming members of this Agreement but that, after entering into a memorandum of understanding with the Authority, will be granted a voting seat on the Board of Directors pursuant to the terms of this Agreement. The Affiliated Parties as of the Effective Date are listed in Exhibit D. The Board of Directors may, in its sole and absolute discretion, add Affiliated Parties after the Effective Date in accordance with Articles 4.7.g and 6.1 of this Agreement.

c. "**Authority**" shall mean the Yolo Groundwater Authority established by this Agreement.

d. "**Basin**" shall mean the Yolo Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.67 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

e. "**Board of Directors**" or "**Board**" shall mean the governing body formed to implement this Agreement as established herein.

f. "**DWR**" shall mean the California Department of Water Resources.

g. "**Effective Date**" shall be as set forth in the Preamble of this Agreement.

h. "**Groundwater Sustainability Agency**" or "**GSA**" shall mean an agency enabled by SGMA to regulate portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Basin, in compliance with the terms and provisions of SGMA.

i. "**Groundwater Sustainability Plan**" or "**GSP**" shall have the definition set forth in SGMA.

j. "**GSA Boundary**" shall mean those lands located within the Member and Affiliated Party boundaries that overlie the Subbasin and are depicted in Exhibit A.

k. "**JPA Act**" shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 et seq.

l. "**Management Area**" shall mean the areas depicted in Exhibit B.

m. "**Member**" shall mean any of the signatories to this Agreement and "Members" shall mean all of the signatories to this Agreement, collectively. Each of the

Members shall be authorized to become, or participate in, a Groundwater Sustainability Agency under SGMA.

n. "**SGMA**" shall mean the California Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended or supplemented from time to time.

ARTICLE 2: ORGANIZING PRINCIPLES

2.1 The Members and Affiliated Parties intend to work together in mutual cooperation to develop and implement a GSP for the Basin in compliance with SGMA.

2.2 To the extent any Member determines, in the future, to become a GSA separate and apart from the Authority, the Authority will allow such Member to become a GSA and the Authority will work cooperatively with such Member to coordinate implementation of SGMA within the Basin.

2.3 The Members intend through this Agreement to obtain cost-effective consulting services for the development and implementation of a GSP, in particular for the development of water balances.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1, of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3(c).

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the "Yolo Groundwater Authority."

3.4 **Purposes of the Authority**. The purposes of the Authority are to:

a. Provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);

b. Cooperatively carry out the purposes of SGMA;

c. Become a GSA for purposes of management of the Basin in accordance with SGMA; and

d. Develop, adopt and implement a legally sufficient GSP for the Basin, subject to the limitations set forth in this Agreement.

3.5 **Powers of the Authority.** To the extent authorized through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members in pursuit of the Authority's purposes, as described in Article 3.4, including but not limited to the power:

a. To exercise all powers granted to a Groundwater Sustainability Agency under SGMA;

b. To take any action for the benefit of the Members and Affiliated Parties necessary or proper to carry out the purposes of the Authority as provided in this Agreement and to exercise all other powers necessary and incidental to the exercise of the powers set forth herein;

c. To borrow funds and to apply for grants and loans for the funding of activities within the purposes of the Authority;

d. To adopt rules, regulations, policies, bylaws and procedures related to the purposes of the Authority; and

e. To sue and be sued.

3.6 **Powers Reserved to Members.**

Each of the Members reserves the right, in its sole and absolute discretion, to become a GSA and to exercise the powers conferred to a GSA within the Member's boundaries in accordance with Article 6.7 of this Agreement.

3.7 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.8 **Boundaries of the Authority**. The geographic boundaries of the Authority and that portion of the Basin that will be managed by the Authority pursuant to SGMA are depicted in Exhibit A**.**

3.9 **Role of Members and Affiliated Parties.** Each Member and Affiliated Party agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member and each Affiliated Party is required for the success of the Authority. This support will involve the following types of actions:

a. The Members and Affiliated Parties will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

b. Policy support shall be provided by the Members and Affiliated Parties to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

c. Each Member and Affiliated Party shall contribute its share of operational fund allocations, as established by the Board of Directors in the annual budget, as approved by the Board of Directors.

d. Contributions of public funds and of personnel, services, equipment or property may be made to the Authority by any Member or Affiliated Party for any of the purposes of this Agreement, provided that no repayment will be made for such contributions.

3.10 **Other Officers and Employees**. The Members do not anticipate that the Authority will have any employees. However, the Authority may do the following:

a. Provide that any employee of a Member or Affiliated Party, with the express approval of that Member or Affiliated Party, may be an *ex officio* employee of the Authority, and shall perform, unless otherwise provided by the Board, the same various duties for the Authority as for his or her other employer in order to carry out this Agreement.

b. The Board shall have the power to employ competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plan to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

3.11 **Participation of Affiliated Parties**. The Authority shall allow Affiliated Parties to participate in the governance of the Authority and on its Board of Directors in the same manner as Members, provided that each Affiliated Party agrees, through a memorandum of understanding with the Authority, to adhere to all applicable terms of this Agreement, including the payment of the Affiliated Party's assigned share of operational fund allocations, as established by the Board of Directors in the annual budget. The designated representative of an Affiliated Party shall join the Board of Directors as soon as that Affiliated Party has entered a Memorandum of Understanding with the Authority. Affiliated Parties shall have the right to withdraw from participation in the governance of the Authority and on the Board of Directors, subject to the provisions of the memorandum of understanding between the Authority and that Affiliated Party. Entities not listed in Exhibit D may request to be included as Affiliated Parties, and the Board of Directors shall decide whether to allow such entities to become Affiliated Parties in accordance with Article 6.1 below.

ARTICLE 4: GOVERNANCE

4.1 **Board of Directors**. The business of the Authority will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one representative from each of the Members and from each of the Affiliated Parties. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal of any Member or Affiliated Party and/or the admission of any new Member or Affiliated Party. Each Member and each Affiliated Party will appoint one member of the Authority Board of Directors. Each member of the Authority Board of Directors shall be a member of the governing board of the appointing Member or an appropriately authorized executive or official of the appointing Affiliated Party. Each Member and each Affiliated Party may designate one alternate to serve in the absence of that Member's or Affiliated Party's appointed Director. Such alternate need not be a member of the governing board of the Member and need not be an executive or official of the Affiliated Party. All members of the Authority Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700). Each Member and each Affiliated Party shall notify the Authority in writing of its designated representative on the Authority Board of Directors.

4.2 **Term of Directors.** Each member of the Authority Board of Directors will serve until replaced by the appointing Member or Affiliated Party.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, a secretary and a treasurer. The chairperson and vice-chairperson shall be directors of the Board and the secretary and treasurer may, but need not, be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The treasurer shall meet the qualifications set out in Government Code section 6505.5 as a depositary of funds for the Authority.

4.4 **Powers and Limitations**. All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members and Affiliated Parties as set forth in this Agreement.

4.5 **Quorum.** A majority of the members of the Authority Board of Directors will constitute a quorum.

4.6 **Voting.** Except as to actions identified in Article 4.7, the Authority Board of Directors will conduct all business by majority vote. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members and Affiliated Parties shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Members and Affiliated Parties. If any Member or Affiliated Party strongly objects to a consensus-based decision prior to a vote being cast, the Members and Affiliated Parties shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Article 4.6 or Article 4.7, below, as applicable.

4.7 **Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote by the directors present:

a. Approval of the Authority's annual budget;

b. Decisions related to the levying of taxes, assessments or property-related fees and charges;

c. Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;

d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;

e. Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs as provided in Article 5.1;

f. Approval of a GSP; and

g. With respect to the addition of Affiliated Parties other than those listed in Exhibit D, approval of (i) a memorandum of understanding between the Authority and any such Affiliated Parties, and (ii) Affiliated Parties having a voting seat on the Authority Board of Directors.

4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

4.9 **By-Laws.** The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate Yolo County Flood Control and Water Conservation District to serve as administrator of, and keeper of records for, the Authority.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Contributions and Expenses:** Members and Affiliated Parties shall share in the general operating and administrative costs of operating the Authority in accordance with the funding amounts set forth in Exhibit C attached hereto and incorporated herein. Each Member and Affiliated Party will be assessed quarterly, beginning on January 1 of each year. Members and Affiliated Parties shall pay assessments within thirty (30) days of receiving assessment notice from the Treasurer. Each Member and each Affiliated Party will be solely responsible for raising funds for payment of the Member's or Affiliated Party's share of operating and administrative costs. The obligation of each Member and each Affiliated Party to make payments under the terms and provision of this Agreement is an individual and several obligation and not a joint obligation with those of the other Members and Affiliated Parties. Each Member and each Affiliated Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member or Affiliated Party shall be under the control of or shall be deemed to control any other Member or Affiliated Party. No Member or Affiliated Party shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Member or Affiliated Party shall be the agent or have the right or power to bind any other Member or Affiliated Party without such Member's or Affiliated Party's express written consent, except as expressly provided in this Agreement. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members and Affiliated Parties.

5.2 **Indemnification.** The Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and members of the Authority Board of Directors, from and against any and all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement.

5.3 **Repayment of Funds**. No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member or Affiliated Party ceasing to be a Member or Affiliated Party, whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member or Affiliated Party.

5.4 **Budget**. The Authority's fiscal year shall run from January 1 through December 31. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than December 1 of the preceding fiscal year. The budget must be adopted by unanimous vote of the Board.

5.5 **Alternate Funding Sources.** The Board may obtain State of California or federal grants.

5.6 **Depositary.** The Board shall designate a Treasurer of the Authority, who shall be the depositary and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or Affiliated Party or any other person or entity. The Treasurer shall perform the duties specified in Government Code sections 6505 and 6505.5.

5.7 **Accounting.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Authority shall be open to inspection by the Members and Affiliated Parties at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.8 **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Authority annually in accordance with the provisions of section 6505 of the Law. Copies of such audit reports shall be filed with the State Controller and each Member and each Affiliated Party within six months of the end of the Fiscal Year under examination.

5.9 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the

Authority Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.10 **Reconsideration of Voting Structure and Expense Allocation.** No later than the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend to the Members that the voting structure described in Article 4.6 and/or the expense allocation provisions described in Article 5.1 should be modified in any respect. If the Board of Directors recommends modification of Article 4.6 or Article 5.1, the governing body of each Member and each Affiliated Party shall consider the modifications recommended by the Board of Directors and, within 45 days following the Board recommendation, shall report back to the Board of Directors regarding the Member's or Affiliated Party's position regarding the recommended modifications.

5.11 **Initial Staffing Contributions.** The Authority initially intends to contribute to the goals and objectives identified in this Agreement by utilizing the staff at the Members' and Affiliated Parties' own cost to pursue those operations, investigations and programs.

ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION

6.1 **Changes to Membership and Affiliated Parties.** The Authority Board of Directors may, in its sole and absolute discretion, (1) approve the addition of new members or Affiliated Parties to the Authority, and (2) remove a Member or Affiliated Party involuntarily, in accordance with this Article. In the event of the approval of new Members or Affiliated Parties or the involuntary removal of an existing Member or Affiliated Party, the Authority's Board (and any new Members) shall execute an addendum or amendment to this Agreement describing all changes in Members and Affiliated Parties. In the event of the involuntary removal of a Member or Affiliated Party, the removed Member or Affiliated Party shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

6.2 **Noncompliance**. In the event any Member or Affiliated Party (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member or Affiliated Party shall be subject to the provisions for involuntary removal of a Member or Affiliated Party set forth in of Article 6.3 of this Agreement. Such actions of a Member or Affiliated Party shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due, refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to "undesirable results" under SGMA.

6.3 **Involuntary Termination**. The Members and Affiliated Parties acknowledge that SGMA requires that multiple GSAs within a given Bulletin 118 groundwater basin must coordinate, and are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and that the entire Basin must be implementing a GSP for the Basin to be deemed in compliance with SGMA. As a result, upon the determination by the Board of Directors that the actions of a Member or Affiliated Party (1) fail to comply with the terms of this Agreement, or (2) conflict with or undermines the functioning of the Authority or the preparation and implementation of the requirements of the GSP, the Board of Directors may, in its sole and absolute discretion, terminate that Member's or Affiliated Party's participation in this Authority, provided that, prior to any vote to remove a Member or Affiliated Party involuntarily, all of the Members and Affiliated Parties shall meet and confer regarding all matters related to the proposed removal.

6.4 **Withdrawal of Members and Affiliated Parties.** A Member or Affiliated Party may, in its sole discretion, unilaterally withdraw from participation in the Authority, effective upon ninety (90) days' prior written notice to the Authority, provided that (a) the withdrawing Member or Affiliated Party will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. A withdrawing Member or Affiliated Party will not be responsible for any obligation or liability that the Member or Affiliated Party has voted against or has voiced its disapproval on at a Board meeting, providing the Member or Affiliated Party gives notice of its withdrawal from the Authority as soon thereafter as is practicable. In the event the withdrawing Member or Affiliated Party has any rights in any property or has incurred obligations to the Authority, the Member or Affiliated Party may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member or Affiliated Party who has withdrawn without first obtaining the written consent of the withdrawing Member or Affiliated Party.

6.5 **Termination**. This Agreement and the Authority may be terminated by a majority vote of the Board of Directors. However, in the event of termination, each of the Members and Affiliated Parties will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5.1. Nothing in this Agreement will prevent the Members or Affiliated Parties from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

6.6 **Disposition of Property Upon Termination**. Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority, or in the event that there is no successor public entity, to the Members and Affiliated Parties in proportion to the contributions made by each Member or Affiliated Party. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members and Affiliated Parties in proportion to the any obligation required by Articles 5.1 or 5.6.

6.7 **Rights of Member to Become GSA in Event of Withdrawal or Termination.** Upon withdrawal or involuntary termination of a Member, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member or Affiliated Party will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event, the Authority and its remaining Members and Affiliated Parties (i) shall not object to or interfere with the lands in the withdrawing or terminated Member's or Affiliated Part's boundaries being in a GSA, as designated by the withdrawing or terminated Member or Affiliated Party or otherwise, (ii) shall facilitate such transition to the extent reasonably necessary, and (iii) shall withdraw from managing that portion of the Basin within the boundaries of the withdrawing or terminating Member or Affiliated Party and so notify the California Department of Water Resources.

6.8 **Use of Data**. Upon withdrawal, any Member or Affiliated Party shall be entitled to use any data or other information developed by the Authority during its time as a Member or Affiliated Party. Further, should a Member or Affiliated Party withdraw from the Authority after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 7: SPECIAL PROJECTS

7.1 **Special Project Agreements.** Fewer than all of the Members and Affiliated Parties may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and Affiliated Parties and their Management Areas. Special project agreements must be in writing and documentation and must be provided to each of the Members and Affiliated Parties.

7.2 **Expenses.** Members and Affiliated Parties that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of any other Members or Affiliated Parties not participating in the special project, and the special project expenses shall be paid by the parties to the respective special project agreements.

7.3 **Indemnification of Other Members.** Members and Affiliated Parties participating in special project agreements if conducted by the Authority, shall hold other Members and Affiliated Parties who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members and Affiliated Parties participating in special project agreements shall be the same as specified in Article 5.1 for Members and Affiliated Parties in general, except that they shall be limited to liabilities incurred for the special project.

ARTICLE 8: ACTIONS BY THE AUTHORITY WITHIN MANAGEMENT AREAS AND INDIVIDUAL JURISDICTIONS

8.1 **Role of the Authority.** Except to the extent requested by a Member or Affiliated Party with respect to lands within its boundaries, the Authority will serve primarily a coordinating and administrative role in order to provide for sustainable groundwater management of the Basin in a manner that does not limit any Member's or Affiliated Party's rights or authority over its own water supply matters, including, but not limited to, a Member's or Affiliated Part's surface water supplies, groundwater supplies, facilities, operations, water management and financial affairs. Subject to the provisions, limitations and restrictions contained in this Agreement, activities unrelated to coordinating and administrative tasks necessary for groundwater management shall not be undertaken by the Authority.

8.2 **Members' and Affiliated Parties' Authority within Management Areas and Individual Jurisdictions.** Except as otherwise expressly provided in Article 8.5, each of the Members and Affiliated Parties (or groups of Members and Affiliated Parties) will have primary authority and responsibility to implement SGMA and the GSP adopted by the Authority within the Management Area or the individual jurisdictions managed in whole or in part by such Member or Affiliated Party or groups of Members and Affiliated Parties, as designated in the GSP.

8.3 **Water Budgets.** The GSP will provide for the preparation of water budgets by Members or Affiliated Parties or groups of Members and Affiliated Parties for the Management Areas or the individual jurisdictions managed in whole or in part by such Members or Affiliated Parties or groups of Members and Affiliated Parties. The GSP will specify the elements to be included in water budgets and the timing for completion.

8.4 **Sustainability.** In the event a water budget prepared in accordance with Article 8.3 shows that groundwater pumping within a Management Area or an individual jurisdiction exceeds such area's sustainable yield, as defined in Cal. Water Code § 10721(v) and (w), or an "undesirable result," as defined in Cal. Water Code § 10721(x), exists, the Member or Affiliated Party or group of Members and Affiliated Parties with groundwater management responsibility over such area shall develop and implement a plan to achieve sustainability or eliminate the undesirable result within that area. The GSP will specify the elements to be included in the plan and timing for implementation.

8.5 **Reservation of Authority**. In the event of a failure by a Member or Affiliated Party or group of Members and Affiliated Parties to develop and implement a plan to achieve sustainability or eliminate an undesirable result within a Management Area or individual jurisdiction as provided in Article 8.4, the Authority reserves and retains all requisite authority to develop and implement a plan to achieve sustainability or eliminate an undesirable result within such Management Area. The GSP will specify the procedures for development and implementation of a plan under such circumstances.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 **Amendments**. This Agreement may be amended from time to time by a unanimous vote of the Members, following discussion by the Board of Directors.

9.2 **Binding on Successors**. Except as otherwise provided in this Agreement, the rights and duties of the Members and Affiliated Parties may not be assigned or delegated without a unanimous vote by the Members, following discussion by the Board of Directors. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

9.3 **Notice**. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

[To be added]

9.4 **Counterparts**. This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

9.5 **Choice of Law**. This Agreement shall be governed by the laws of the State of California.

9.6 **Severability**. If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

9.7 **Headings**. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

9.8 **Construction and Interpretation**. This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

9.9 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

[Signature blocks]

CRITICAL ELEMENTS OF THE PROPOSED YOLO SUBBASIN GROUNDWATER AUTHORITY

BACKGROUND

Water interests in the Yolo groundwater subbasin have been working together over the last three years to develop an efficient and effective groundwater governance structure in order to fully comply with and implement the basin-scale Sustainable Groundwater Management Act (SGMA). The overarching principle behind our approach to regulation under SGMA is to **continue and extend the cooperative, collaborative approach practiced for the past three decades** by the Water Resources Association of Yolo County (WRA). The purpose of this white paper is to explain in a concise manner the specific critical elements that are being proposed in the formation of the Yolo Groundwater Authority (YGA).

History of WRA

The WRA was established in 1993 to serve as a collaborative, consensus-based regional forum to plan, coordinate, and facilitate solutions to water management issues in Yolo County. In 2007, the WRA developed the Yolo Integrated Regional Water Management Plan (IRWMP), which serves as the road map for water resource planning in the region and is a component of the Westside-Sacramento IRWMP. The WRA has succeeded in securing millions of dollars of funding for its member agencies in areas of water efficiency, groundwater management, water quality, and environmental and recreational protection and enhancement.

Local implementation of the Sustainable Groundwater Management Act

In 2014, the California Legislature and Governor Brown signed into legislation the Sustainable Groundwater Management Act (SGMA). This Legislation called for local management of groundwater basins to achieve and ensure groundwater sustainability. From the beginning, Yolo county interests have approached this implementation process in a collaborative fashion that takes advantage of the existing relationships among the parties and the robust groundwater monitoring network that has been in place for over 40 years. Recognizing and building on these values, local Yolo subbasin eligible entities have achieved the following;

- Partnered with the Yolo County Farm Bureau to inform and educate the local landowners and Cities about the Legislation (“Year of Groundwater”).
- Submitted a basin boundary modification request to the California Department of Water Resources (DWR) to consolidate the original four Bulletin 118 groundwater subbasins into a single Yolo Subbasin.
- Developed a conceptual governance structure to maintain governance and decision making at the lowest (grassroots) level allowed by the Legislation while protecting and preserving the autonomy and authorities of local agencies
- Collaborated in developing a single GSA for managing groundwater in the Yolo subbasin in order to meet the June 30, 2017 deadline.

- Proposed a fee and voting structure for the GSA that attempts to equitably distribute the roles and responsibilities of implementing agencies and interested parties.
- Planned on utilizing the GSA to write the Groundwater Sustainability Plan (GSP) for the Yolo subbasin in order to meet the January 1, 2022 deadline

The proposed approach provides economies of scale to all participants, honors our regional community, recognizes the value of county partnerships, and creates shared accountability for the shared water resources on which we all depend. The approach provides regulatory coverage, preserves local control, and serves as a leadership model in the state.

RECOMMENDATIONS OF THE YOLO GSA WORKING GROUP

I. JPA Formation

- The Yolo GSA Working Group recommends forming a new Joint Powers Authority to serve as the Yolo Subbasin Groundwater Authority. The proposed boundary of the Yolo Subbasin Groundwater Authority is shown in Attachment A.

II. YGA Governance Structure and Voting

- Use an equal partners approach, particularly during the formation of this management structure, to help this subbasin-wide management agency be successful and result in the multiple signatories feeling mutually respected by each other.
- **Grant one voting board seat per signatory (both JPA + MOU)**

III. YGA Fee Structure

- Adopt the fee schedule as shown in Attachment B to provide a budget for administration and program development costs for the first two years of the YGA.

PROPOSED ENTITY STRUCTURE AND VOTING

Entity Structure

- While each eligible entity is entitled to form a GSA on its own, the intent behind a Yolo-wide GSA is to **build on the Water Resources Association's successful history of collaboratively and cooperatively managing water resources**.
- Each eligible entity desiring to participate will sign to form a Joint Exercise of Powers Agreement (JPA), creating the YGA, a subbasin-wide management structure.
- Non-eligible entities are addressed separately, depending upon type of entity.

Non-eligible Entities

- Affiliated Parties are not eligible entities under the strict definition in Water Code §10724, but do have water supply, water management or land use authority, and are invited to sign MOUs with the JPA and have a voting board seat.

    - Current listed Affiliated Parties are: UC Davis, California American Water, and the Colusa Drain Mutual Water Company
- Yocha Dehe Wintun Nation may elect to join the JPA or to sign an MOU with the JPA and have a voting board seat.
- The "white areas" (see map in Attachment A) will be represented by an eligible entity (a water district, reclamation district, or the county).
- The Yolo Bypass and Putah Creek areas managed by CDFW will be treated as "white areas," at least at the outset of the GSA formation and GSP preparation process.
- Private pumpers will be represented through a voting seat appointed by the Farm Bureau.
- Environmental concerns will be represented through a voting seat.
    - The environmental seat is expected to represent environmental justice, land-based, and ecosystem issues.
    - The structure for addressing fees/dues payment by the environmental seat still needs to be decided upon.
    - The process for determining the environmental seat is being developed; three possible mechanisms are under consideration:
        i. Ask the Yolo County HCP/NCCP to appoint the seat
        ii. Ask the Yolo County Resource Conservation District to appoint the seat
        iii. Offer the seat as an open call to applicants, in a manner similar to city or county commissions like the Planning Commission.
- The JPA may need to have a clause to determine who could be an additional Affiliated Party, or have a voting seat on the board, unless this is covered already in Article 6 of the JPA.
    - Identify the initial parties in the JPA.
    - A possible governance process could include an application "test" for parties applying for membership in the JPA and representation on the board.
    - New members would need to be approved by a supermajority of the seated board.

Re-opener Clause

- The JPA is being crafted to have a "re-opener" clause after two years, or the completion of the initial phases of a Groundwater Sustainability Plan (GSP), whichever comes first.
- The reopener will allow voting and fee structures, along with any other relevant JPA articles of formation, purpose or powers, to be revised or tuned according to the initial findings of the GSP work, and/or changes to SGMA regulatory implementation.

Voting Issues

The main issues requiring a vote are expected to be largely administrative. The focus will be on budget, contracts, staffing, and general GSA liaison with other governmental agencies. In addition, the Board will provide intra-management area support and coordination as well as maintain the overall GSA data repository. For the most part, these votes will be based on a majority basis, but all efforts for consensus-based decisions will be made.

The overall scope and sustainability criteria for the GSA which include items such as rules, regulations, ordinances, etc. will come before the Board as the need arises during the formative first two years. These votes of the Board would require a two-thirds supermajority in order to pass. As in the majority vote above, all efforts for consensus-based decisions will be made. Other issues that would/could require a supermajority would/could be:

- Approval of the Authority's annual budget;
- Decisions related to the levying of taxes, assessments or property-related fees and charges;
- Decisions related to the expenditure of funds by the Authority beyond expenditures approved in the Authority's annual budget;
- Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Authority;
- Decisions related to the establishment of the Members' percentage obligations for payment of the Authority's operating and administrative costs; and
- Approval of a GSP.

The voting issue shall be subject to a re-opener after the establishment of the GSA and not later than 2 years from that date. At that time, a more formal voting structural framework will be established and approved by the whole GSA membership. Attachment C includes a list of all eligible entities, affiliated parties, and interested parties that have participated in the YGA JPA process.

FEES FOR IMPLEMENTATION

For three decades, members of the WRA have paid dues to cover expenses associated with collaboratively planning and managing water resources in Yolo County. The YGA proposes continuing to collect dues, or fees, to collectively:

- Share the costs and achieve economies of scale through collaborating on expensive water balance modeling and GSP preparation
    - See spreadsheet of required GSP components (Attachment D)
- Plan for and assure the future resilience of our water resources, including:
    - Stewardship for groundwater availability during periods when surface water resources are limited
    - Ability to collectively undertake development of new resources
- Pool resources to be poised to take advantage of cost-sharing grants for preparing and implementing the GSP

While there is a large degree of uncertainty as to how much revenue will be needed in the first two years of the YGA existence, a budget of $400,000 to $500,000 per year for two years has been proposed as a starting point. Approximately $100,000 per year will be needed for general administrative services (administrative support, office supplies, etc.), $100,000 per year will be needed for general project management (including maintaining and enhancing the existing groundwater monitoring program), and $200,000 per year for GSP development. Attachment B includes a table of proposed fees for entities wishing to formally participate in the YGA JPA.

Fee Structure Rationale

- The proposed fee structure assumes a roughly 50/50 split between the Rural and Urban interests. Rural interests will be assessed approximately $0.50 per acre for land within their service areas, while the Urban interests will be assessed a total of $200,000 in a ratio roughly equivalent to their current WRA dues. The organizations without a defined "GSA-boundary" such as the Yolo County Farm Bureau, the environmental interests, and California American Water Company have their proposed fees listed.
- These initial costs are likely to be lower by obtaining grants. Two grants (USDA and Storm Water Planning) have already been secured in order to complete the water balance requirements portion of the GSP, and the CA Department of Water Resources has indicated that the YGA is in a strong position to receive future grants.
- Regardless of the final fee schedule that will be adopted, there is unanimous support for reopening the fee schedule within two years to review and adjust the fee schedule as appropriate. That review and adjustment will include devising a method for collecting fees going forward that ties fees collection to some underlying use or performance basis rationale.
- The re-opener clause will state that the review will happen within two years after Agreement date (not starting in two years).
- Other fee mechanisms were considered, such as using acreage, population, extraction, groundwater conditions, assessed valuation, a consensus process, or a combination of the proceeding. Population and acreage statistics of Yolo County are included in Attachment E.

Potential Costs for Developing an Independent GSA

It is generally recognized and accepted that a collaborative approach for forming a GSA is more cost-effective than "going alone" in forming a GSA. Some example costs are listed here. An additional cost estimate can be derived from the State Water Resources Control Board (State Water Board) draft fee schedule for administering probationary basins. The State Water Board's draft fee schedule information can be found in Attachment F.

- Other GSA cost examples:
    - Solano JPA High Estimates
        - GSA Management = $565,000
        - GSP Development = $1.65M
        - GSP Ongoing/Annual/5-Year updates = $550,000
    - Solano Irrigation District (as single GSA) Estimates
        - GSA Management = $50,000
        - GSP Development = $500,000

        - GSP Ongoing / Annual / 5-Year updates = $160,000
    - Fox Canyon Groundwater Management Agency
        - GSP Development within one year = $1M
    - Martis Valley Groundwater Basin
        - GSP Development = $1M
    - Colusa County
        - SGMA Implementation for first year = $800-$900,000 (studies to characterize current conditions and relate to sustainability indicators)

LIST OF ACRONYMS
GSA - Groundwater Sustainability Agency
GSP - Groundwater Sustainability Plan
JPA - Joint Exercise of Powers Agreement
MOU - Memorandum of Understanding
SGMA - Sustainable Groundwater Management Act
WRA - Water Resources Association of Yolo County
YGA - Yolo Groundwater Authority

ATTACHMENTS

ATTACHMENT A: MAP OF PROPOSED YOLO SUBBASIN GROUNDWATER AUTHORITY (YOLO SUBBASIN)
Attachment A includes a map of the proposed Yolo Subbasin Groundwater Authority boundary along with the Yolo Subbasin extents, and a hyperlink to DWR's basin boundary website.

ATTACHMENT B: SPREADSHEET OF PROPOSED FEES
Attachment B includes a draft table of proposed fees for entities wishing to participate in the YGA JPA.

ATTACHMENT C: LIST OF ELIGIBLE ENTITIES, AFFILIATED PARTIES, AND INTERESTED PARTIES
Attachment C includes a draft list of all eligible entities, affiliated parties, and interested parties that have participated in the YGA JPA process. Eligible entities are defined by SGMA as those local governments that are eligible to independently apply for GSA status. Not all eligible entities will choose to be a member of the YGA JPA. Affiliated parties include mutual water companies, private utilities, and certain interested parties that wish to enter into an MOU with the JPA that would allow them to have a voting seat on the Board of Directors. Interested parties include those beneficial uses and users of groundwater listed in Water Code Section 10723.2.

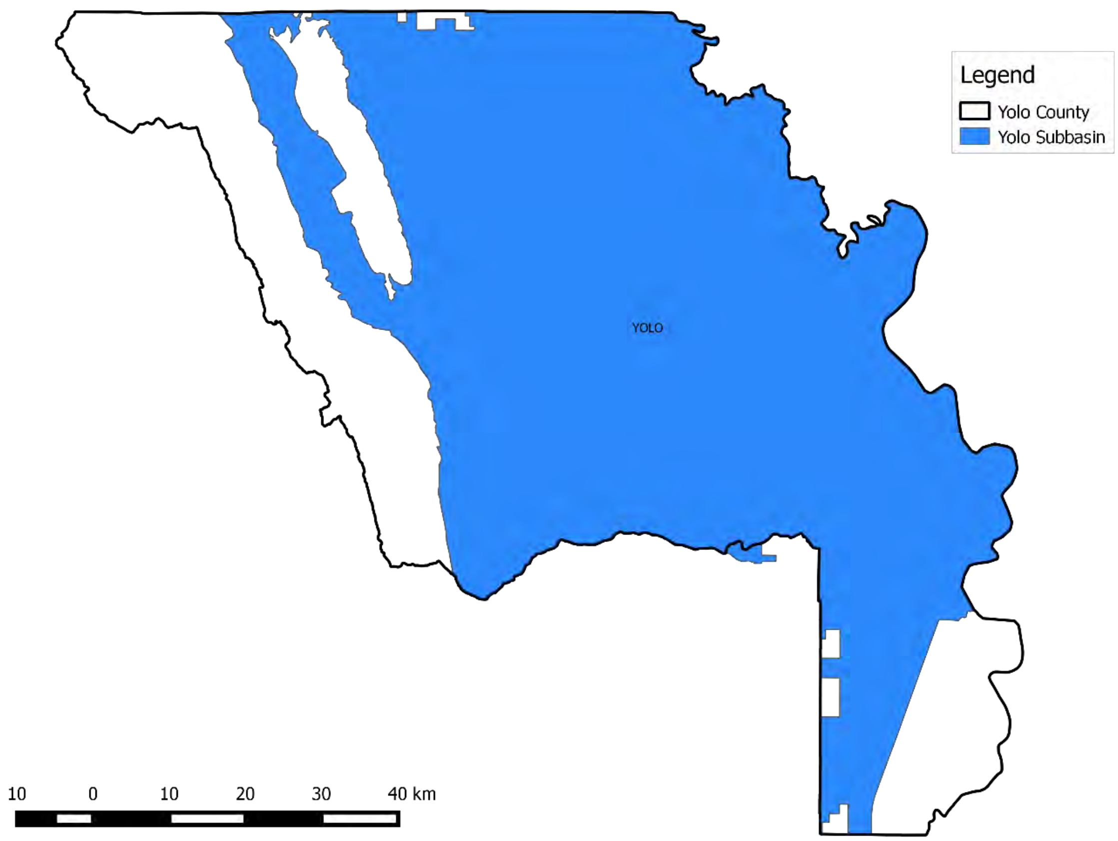
ATTACHMENT D: MATRIX OF GROUNDWATER SUSTAINABILITY PLAN COMPONENTS
Attachment D includes a draft summary table of DWR's GSP Emergency Regulations. Within the table, draft information has been provided to estimate the level of effort, responsible parties, and estimated associated cost.

ATTACHMENT E: YOLO COUNTY DEMOGRAPHICS AND ACREAGE
Attachment E includes draft information on Yolo County demographics and acreage; the remainder will be developed in the near future.

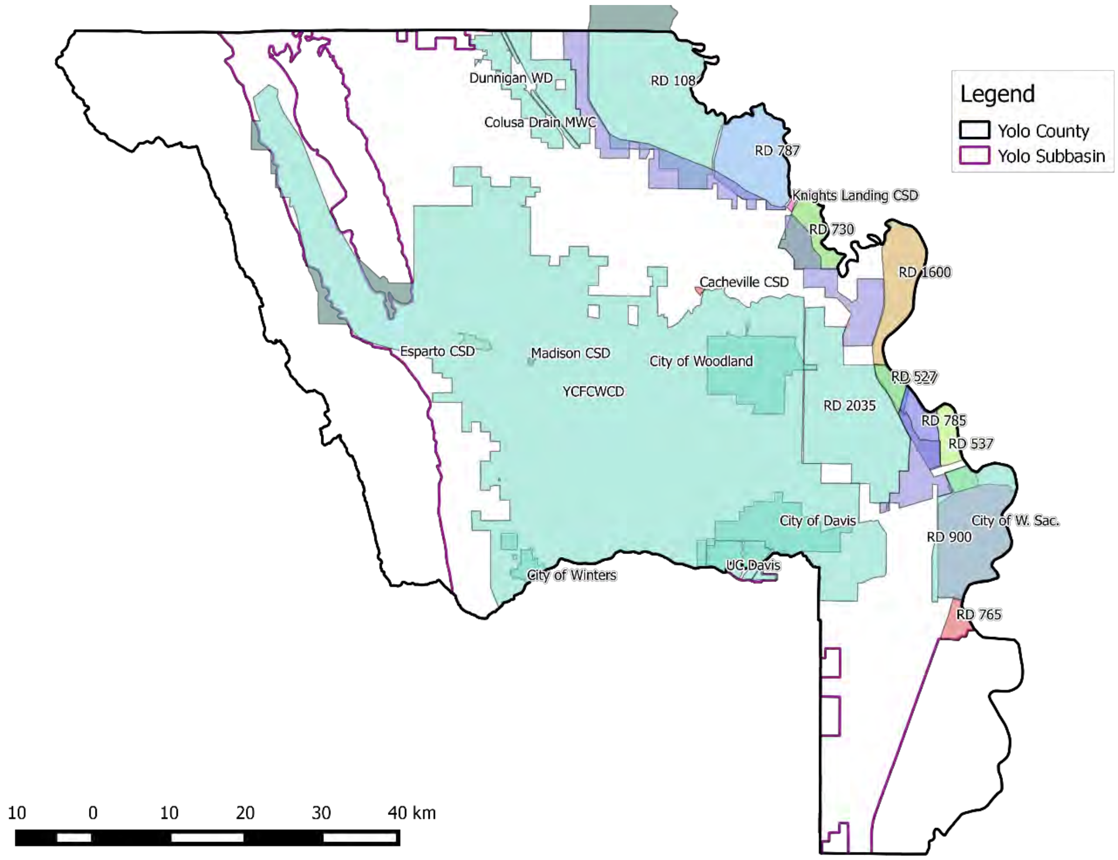
ATTACHMENT F: STATE WATER BOARD DRAFT FEE SCHEDULE

Attachment F includes information on the State Water Board's draft fee schedule for administering basins that are probationary from lack of GSA coverage.

ATTACHMENT A. MAP OF PROPOSED YOLO SUBBASIN GROUNDWATER AUTHORITY



Map of Yolo Subbasin



Draft Map of Yolo Subbasin, Entities, and White Areas

DWR's Map of Basin Boundary Modifications can be found on their Groundwater Basin Boundary Assessment Tool: https://gis.water.ca.gov/app/bbat/.

DRAFT FOR DISCUSSION PURPOSES ONLY

YOLO GSA Voting Members and Fee Structure

Key
Blue = Existing WRA member
Orange = Others

There will be two types of fees.

1. *"Administrative fees"* to cover GSA administrative overhead, all types of regional monitoring, water balance development, reporting, etc.
2. *"Project Fees"* to cover specific sustainability projects. Project fees to be paid by the project beneficiaries.

It is proposed that administrative fees in the range of approximately $400,000 to $500,000 per year be collected for the first two years of the GSA. **After two years, the fee structure will be revisited and adjusted as appropriate.**

Current Annual WRA Dues

	Potential Entity Contributions			WRA	GWM		
	Urban Agencies	1 Base	**$**	**Dues**	**Contribution**	**Total**	**Difference**
1	City of Davis		$40,000	$25,500	$8,126	$33,626	$6,374
2	City of Woodland		$40,000	$25,500	$8,126	$33,626	$6,374
3	City of West Sacramento		$40,000	$25,500	$956	$26,456	$13,544
4	City of Winters		$20,000	$6,660	$2,390	$9,050	$10,950
5	Esparto CSD		$5,000	$0	$0	$0	$5,000
6	Madison CSD		$5,000	$0	$0	$0	$5,000
			$150,000	$83,160	$19,598	$102,758	

	Potential Entity Contributions			WRA	GWM		
	Rural Agencies ($0.50/acre) 0.5	**Acres**	**$**	**Dues**	**Contribution**	**Total**	**Difference**
10	Yolo County Flood Control & WCD	200,000	$100,000	$20,500	$49,936	$70,436	$29,564
11	Yolo County (White Areas)*	160,000	$40,000	$25,000	$8,126	$33,126	$6,874
12	Direct Contributions (White Areas)**	40,000	$20,000	$0	$0	$0	$20,000
13	Other Contributions from Rural Agencies***		$40,000	$0	$0	$0	$40,000
14	Dunnigan Water District	10,700	$5,350	$2,020	$956	$2,976	$2,374
15	RD 108	23,200	$11,600	$7,575	$1,434	$9,009	$2,591
16	RD 2035	18,000	$9,000	$7,575	$4,780	$12,355	-$3,355
17	RD 787	9,400	$4,700	$0	$0	$0	$4,700
		461,300	$230,650	$62,670	$65,232	$127,902	

**Yolo County is not $0.50/acre*
***Direct Contributions from private pumpers currently residing in "white areas"*
****RD 108, RD 787, RD 2035, and YCFCWCD ($10k/ea)*

	Affiliated Parties with Board Voting Seats			WRA	GWM		
		1 Base	**$**	**Dues**	**Contribution**	**Total**	**Difference**
18	University of California, Davis		$40,000	$25,500	$4,780	$30,280	$9,720
19	Yocha Dehe Wintun Nation		$10,000	$0	$0	$0	$10,000
20	Colusa Drain Mutual Water Company		$10,000	$0	$0	$0	$10,000
21	California American Water Company - Dunnigan		$5,000	$0	$0	$0	$5,000
22	Yolo County Farm Bureau		$10,000	$0	$0	$0	$10,000
23	Environmental Party - TBD			$0	$0	$0	$0
			$75,000	$25,500	$4,780	$30,280	

Sub Total: $455,650

Annual expenses of new GSA and WRA combined entity	
Administrative	$110,000
SGMA Implementation Project Management	$110,000
Consultant (Water Balances, GSP development)	$110,000
Real-time GWM sensors (6X)	$80,000
WSVIRWMP Coordinating Committee	$20,000
Other projects	
Totals	$430,000

Other Income	
Associate Memberships	$1,200
Interest Earned on bank accounts	$650
Water Calendar Donations	$3,200
Subsidence Monitoring	*$93,000*
SGMA Implementation	*$35,000*
Subtotal:	$133,050
Totals	$363,710

ATTACHMENT C: LIST OF ELIGIBLE ENTITIES, AFFILIATED PARTIES, AND INTERESTED PARTIES

LIST OF ELIGIBLE ENTITIES AND AFFILIATED PARTIES
Eligible Entities
City of Davis
City of West Sacramento
City of Winters
City of Woodland
Dunnigan Water District
Esparto CSD
Madison CSD
Reclamation District (RD) 108
RD 787
RD 2035
Yolo County
Yolo County Flood Control & Water Conservation District

Affiliated Parties
California American Water Company -- Dunnigan
Colusa Drain Mutual Water Company
Environmental Party**
University of California, Davis
Yocha Dehe Wintun Nation
Yolo County Farm Bureau

**To be determined.

Eligible Entities Potentially Not Interested
Cacheville Community Service District (CSD)
Colusa Basin Drainage District
Knights Landing CSD
Knights Landing Drainage District***
North Delta Water Agency
RD 537
RD 730
RD 765
RD 785
RD 827
RD 900
RD 827
RD 1600
Yolo County Housing Authority***
Woodland Davis Clean Water Agency***

***Eligible entity, but likely not to participate because of redundancy

INTERESTED PARTIES Beneficial Uses and Users of Groundwater (SGMA Section 10723.2)
Holders of overlying groundwater rights
Municipal well operators
Public water systems
Local land use planning agencies
Environmental users of groundwater
Surface water users, if there is a hydrologic connection between surface and groundwater bodies.
The federal government, including the military and managers of federal lands.
California Native American tribes
Disadvantaged communities, including those served by private domestic wells or small community water systems.
Entities listed in Section 10927 of SGMA that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency.

ATTACHMENT D: MATRIX OF GSP REGULATIONS

Phase 1: GSA Formation and Coordination – realignment of basins and establishment of basin governance through formation of GSAs

Phase 2: GSP Preparation and Submission – development and adoption of GSPs by GSAs

Phase 3: GSP Review and Evaluation – DWR staff review and evaluation of GSPs to determine adequacy

Phase 4: Implementation and Reporting – locally-driven effort, which includes development of annual reports and GSP assessments completed every 5 years during implementation of GSPs

SGMA defines sustainable groundwater management as the "management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results".

Undesirable results are defined in SGMA and summarized as any of the following effects caused by groundwater conditions occurring throughout the basin:

1. Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply
2. Significant and unreasonable reduction of groundwater storage
3. Significant and unreasonable seawater intrusion
4. Significant and unreasonable degraded water quality
5. Significant and unreasonable land subsidence
6. Surface water depletions that have significant and unreasonable adverse impacts on beneficial uses of the surface water

Sustainability Indicator: refers to any of the effects caused by groundwater conditions occurring through the basin that, when significant and unreasonable, cause undesirable results, as described in Water Code Section 10721(x).

GSP Components (DWR Regs May 18, 2016)	Detail (DWR Regulations adopted May 18, 2016)	Done or Not Done?	Expected Level of Effort (1), (2), or (3) (Low → High)	Anticipated Responsible Party	Est. Associated Cost ($950k-$1.25M) ($), ($$), or ($$$)	State Financial Assistance Needed?
Technical and Reporting Standards (Article 3)	▪ Monitoring protocols ▪ Data and reporting stds ▪ Develop/maintain DMS		(1)	Staff and consultants	Protocols and standards – $10,000 DMS Upgrade – $40,000	
Description of Plan Area (Article 5, Subarticle 1, §354.8)	▪ Maps of the basin (density of wells/mi²) ▪ Description of existing water resource and mgt. programs and land use elements		(1)	Primarily consultants	$35,000	
Notice and Communication (Article 5, Subarticle 1, §354.10)	▪ Communication section ▪ Agency's decision-making process ▪ Public engagement opportunities ▪ Overall public process		(1)	Primarily staff	$15,000 Need to consider separate annual public process budget	
Hydrogeologic Conceptual Model (Article 5, Subarticle 2, §354.14)	▪ Geologic and structural setting of the basin ▪ Lateral basin boundaries ▪ Definable bottom of the basin ▪ Principal aquifers and aquitards ▪ Topographic information ▪ Surficial geology ▪ Soil characteristics ▪ Delineation of existing recharge areas ▪ Significant surface water bodies ▪ Source and point of delivery for imported water supplies		(2)	Staff and consultants	$25,000; most work will need to identify and define the new boundaries and extents of the basin boundary modification	
Groundwater conditions (1/1/15 on) as relate to Undesirable Results (Article 5, Subarticle 2, §354.16)	▪ GW elevation data (flow directions, lat/vert gradients, and regional pumping patterns) ▪ Graph of annual and cumulative change in stored GW volume ▪ Seawater intrusion ▪ Groundwater quality issues ▪ Extent, total, and annual rate of land subsidence ▪ ID of interconnected SW systems, estimated quantity, and timing of system depletions ▪ ID of GW dependent ecosystems		(1)/(2)	Staff and consultants	$250,000	
Water Budget (Article 5, Subarticle 2, §354.18)	▪ Accounting and assessment of total annual GW volume and surface water in/out of basin ▪ Estimate of sustainable yield ▪ Quantify current, historical, and projected water budget		(3)	Primarily consultants	$250,000	
Management Area (MA) Description (Article 5, Subarticle 2, §354.20)	▪ Reason for creation of and map delineating each MA ▪ Minimum Thresholds (MT) and Measurable Objectives (MO) established for each MA ▪ Level of Monitoring and Analysis appropriate for each MA ▪ Explanation of how MA can operate under diff MT and MO without causing Undesirable Results outside the MA		(2)	Management level staff	$100,000 + Management staff in-kind contributions during working sessions	
Sustainable Management Criteria Description (Article 5, Subarticle 3)	▪ Sustainability Goal, Undesirable Results, MT, and MO for each applicable sustainability indicator over the 20-year Plan implementation ▪ Supported by basin conditions, basin setting, and maps		(2)/(3)	Staff and consultants	$150,000 + Management staff in-kind contributions during working sessions	
Monitoring Networks (Article 5, Subarticle 4)	▪ Develop network for collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface conditions ▪ Monitor changes in groundwater conditions relative to MO and MT ▪ Demonstrate progress toward achieving MO and evaluate sustainability indicator and undesirable results ▪ Monitor impacts to the beneficial uses and users ▪ Scientific rationale for the monitoring site selection process ▪ Description of assessment and improvement of monitoring network (in GSP and 5-year assessment reports) – data gaps, local issues and circumstances that limit or prevent monitoring		(1)/(2)	Staff and consultants	$50,000-$350,000	
Projects and Management Actions (Article 5, Subarticle 5)	▪ Tied to each MO and implemented to achieve sustainability goal ▪ Details, status, benefits, and cost of each project and management action		(1)/(2)	Staff, farmers, and local knowledge	$25,000 primarily the collation of all potential projects	

**Coordination Agreements shall be submitted to the Department together with the Plans for the basin and if approved, shall become part of the Plan for each Participating Agency.

ATTACHMENT E. YOLO COUNTY DEMOGRAPHICS AND ACREAGE – DRAFT INFORMATION; WILL CONTINUE TO BE DEVELOPED

Yolo County Demographics and Acreage

- 650,000 acres (1,021 sq. mi / 653,549 acres)
    - Could have table here of eligible entities and affiliated parties by acreage
- 225,000 people

Population Distribution

Table 1. Total Population by City

Jurisdiction	Population
City of Davis	66,656
City of West Sacramento	50,836
City of Winters	6,979
City of Woodland	57,223
Unincorporated County	24,687
Total Population	**206,381**

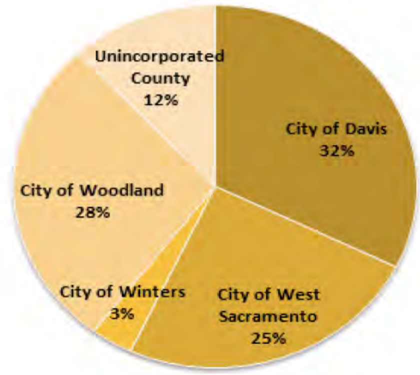


Figure 2. Percent of Population by City

(Acreage will continue to be developed)

LIST OF ELIGIBLE ENTITIES AND AFFILIATED PARTIES

Eligible Entities	Acreage
City of Davis	7,669
City of West Sacramento	14,618
City of Winters	1,504
City of Woodland	10,017
Dunnigan Water District	10,875
Esparto CSD	530
Madison CSD	62
Reclamation District (RD) 108	23,663
RD 787	9,764
RD 2035	21,099
Yolo County	656,989
Yolo County Flood Control & Water Conservation District	193,563
Affiliated Parties	**Acreage**
California American Water Company -- Dunnigan	
Colusa Drain Mutual Water Company	
Environmental Party	
University of California, Davis	
Yocha Dehe Wintun Nation	

Yolo County Farm Bureau

Eligible Entities Potentially Not Interested	Acreage
Cacheville Community Service District (CSD)	
Colusa Basin Drainage District	
Knights Landing CSD	
Knights Landing Drainage District***	
North Delta Water Agency	
RD 537	
RD 730	
RD 765	
RD 785	
RD 827	
RD 900	
RD 827	
RD 1600	
Yolo County Housing Authority***	
Woodland Davis Clean Water Agency***	

***Eligible entity, but likely not to participate because of redundancy

ATTACHMENT F: STATE WATER BOARD DRAFT FEE SCHEDULE

Proposed Sustainable Groundwater Management Act (SGMA) Fee Schedule

INTRODUCTION

The State Water Resources Control Board (State Water Board) is conducting a series of stakeholder meetings throughout summer and fall 2016 to assist in the development of a groundwater extraction reporting fee schedule, as required by the Sustainable Groundwater Management Act (SGMA). The objectives of the stakeholder meetings are as follows:

- Engage stakeholders in the SGMA fee schedule development process.
- Explain issues considered in drafting the proposed fee schedule.
- Gain a better understanding of stakeholder interests and concerns.

Following the stakeholder meetings, State Water Board staff will develop and release a draft fee schedule emergency regulation for public comment and hold at least one public meeting to receive public comment on the draft emergency regulation. The State Water Board will consider adoption of the proposed fee schedule emergency regulation in spring 2017. The fee schedule must be effective by July 1, 2017.

BACKGROUND

SGMA requires the formation of local groundwater sustainability agencies (GSAs) in California's high- and medium-priority groundwater basins. Sustainability agencies are required to develop groundwater sustainability plans that will bring basins into sustainability within 20 years of plan implementation. If locals are unable or unwilling to sustainably manage their basin, the State Water Board is authorized to intervene. State intervention can only be triggered by one of the following events:

Date	Trigger
July 1, 2017	Failure to form a GSA.
January 31, 2020	Failure to adopt and/or adequately implement a groundwater sustainability plan for a basin in a critical condition of overdraft.
January 31, 2022	Failure to adopt and/or adequately implement a groundwater sustainability plan in all other high- or medium-priority basins.
January 31, 2025	There are significant depletions of interconnected surface waters and the sustainability plan is not being implemented adequately.

STATE WATER BOARD FEE AUTHORITY

Portions of basins that are not within the management area of a GSA by July 1, 2017, are considered unmanaged areas. Groundwater extractors in unmanaged areas are required to file an annual groundwater extraction report with the State Water Board. (Wat. Code §5202, subd. (a)(2).) If locals fail to form a GSA, fail to develop an adequate sustainability plan, or fail to implement the plan adequately (based on the deadlines outlined above), the State Water Board may designate the basin as probationary and step in to directly manage groundwater extractions in the basin. (Wat. Code §§ 10735.2 & 10735.8.) All extractors in a probationary basin are required to submit an annual groundwater extraction report, although the State Water Board has discretion to exempt certain probationary extractors from reporting if appropriate. (Wat. Code §5202(a)(1).) Each annual extraction report must be accompanied by a fee to cover associated programmatic costs. (Wat. Code §§ 1529.5 & 5202, subd. (f).)

The State Water Board is required to adopt, by emergency regulation, a fee schedule to cover SGMA-related costs. (Wat. Code §1530.) The emergency regulation format allows the State Water Board to update the fee schedule annually to reflect changing conditions and programmatic costs. It also important to note that the fees described below will not be applicable if local implementation of SGMA is successful.

PROPOSED FEE SCHEDULE

There are three "levels" of State Water Board intervention, each level is associated with greater staff workloads and associated costs.

1. Unmanaged Area Intervention. Unmanaged areas are portions of basins that are outside of a GSA service area. Groundwater extractors in unmanaged areas are required to submit an annual report to the State Water Board detailing monthly groundwater extraction volumes, place of use, and purpose of use, and may be required to submit other information necessary to evaluate the basin.
2. Probationary Basin Intervention. A probationary basin is a basin that the State Water Board has designated to be probationary in accordance with the procedures described in Chapter 11 of SGMA. (Wat. Code §10735, et. seq.) The State Water Board will evaluate conditions in the basin and may designate the basin once one of the probationary triggers described by Water Code section 10735.2 has occurred. Probationary status will result in an increased amount of staff activities as solutions to deficiencies in basin management are developed or additional information necessary for basin management is acquired.
3. Interim Plan Intervention. The State Water Board may need to manage groundwater conditions in a probationary basin if the deficiencies that resulted in probation are not corrected. In such a scenario, the State Water Board will develop and implement an interim plan to manage groundwater extractions. (Wat. Code §10735.8.) The development and implementation of interim plans will require significant staff time, in addition to technical studies or data collection performed under contract.

The draft fee schedule ties the fees to the type of Board activity occurring in the basin, as follows:

Fee Category	Applicable Parties – Reporting Extractors	Fee Amount
Base Filing Fee[a]	Any extractor submitting an extraction report	$100 per well
	Fees based on intervention status[a]	
1. Unmanaged Area Rate	Extractors in an unmanaged area.	$10 per acre-foot per year, if metered
		$25 per acre-foot per year, if unmetered
2. Probationary Basin Rate	Extractors in a probationary basin.	$40 per acre-foot per year
3. Interim Plan Rate	Extractors in a probationary basin after the time period identified by § 10735.4 or § 10735.6 (180 days or one year, accordingly).	$55 per acre-foot per year
	Fees independent of intervention status[b]	
Late Fee	Extractors that do not file reports by the due date.	25% of total fee amount, accrued monthly
Special Studies Fee	May apply to extractors when basin-specific special studies are required and the probationary or interim plan rates are insufficient. The additional cost of developing special technical studies such as groundwater investigations or modeling will be apportioned to extractors based on volume of water extracted.	

(a) Can apply to de minimis extractors in probationary basins at the Board's discretion.
(b) These fees are paid in addition to the "Fees based on intervention status.

CHALLENGES TO DEVELOPING THE SGMA FEE SCHEDULE

There are two primary challenges in developing the SGMA fee schedule that create difficulties in anticipating programmatic costs: 1) uncertainty regarding the number and scope of unmanaged areas and probationary basins, and 2) the level of reporting compliance.

1) Staff workload, and resulting fees, are contingent on the number and scope of unmanaged areas and probationary basins. However, at this time there is significant uncertainty regarding the number and scope of unmanaged areas and probationary basins. In addition, the State Water Board's authority to designate probationary basins is phased in over a 10-year period and is ongoing from that point forward. Because the Board cannot pre-determine the number of unmanaged areas and probationary basins, it must rely on estimating the level of program activities.

2) State Water Board staff anticipate 30 to 50 percent reporting and fee submittal compliance in the first year of collecting fees; 50 to 60 percent in the second year; and 70 to 80 percent through year five. This anticipated compliance rate is applicable to the total number of extractors that must report, not the number of basins or areas generally in compliance with SGMA deadlines. SGMA authorizes the State Water Board to recover costs over a period of years, which will allow staff to create a workload history to better estimate future fees.

As a note, although there is uncertainty regarding the magnitude of program actions, the nature of the emergency regulations allows the State Water Board to update its fee schedule as the challenges described above are better understood over time.

DISCUSSION ON PROPOSED FEE CATEGORIES

The following questions are aimed at focusing input on elements of the draft fee schedule.

Establishing the Fee Structure

1. What are other options the State Water Board should consider? Examples include a cap on the maximum fee amount, a larger base fee, or tiered rates.

2. Is it appropriate to scale the fees based on volumes of water used? Examples of other options include scaling by irrigated acreage, service area size, or crop type.

Incorporating Incentives

1. Will the late fee incentivize report submittal compliance?

2. Are there are other incentives the State Water Board should consider?

3. Will the metering discount for unmanaged areas incentivize more accurate data reporting?

Fee Stability

1. Is it appropriate to apply the Special Studies Fee to individual basins?

2. Do you have suggestions on how the State Water Board can recover programmatic costs resulting from activities in specific basins during probationary or interim plan periods?

SUPPORTING INFORMATION AND CLARIFICATIONS

Fee Example Scenarios

1. The following table provides examples of how the proposed probationary fee rates for eight hypothetical farms would approximately relate to a fee based on irrigated acreage:

Crop	Irrigated Acreage	Acre Feet of Water Applied Annually Per Acre (DWR(b))	Probationary Rate	Cost per Acre	Total Cost
Alfalfa	150	5.05	$40	$202	$30,300
Almonds	150	3.54	$40	$142	$21,240
Corn	150	2.83	$40	$113	$16,980
Cotton	150	3.09	$40	$124	$18,540
Grapes	150	1.86	$40	$74	$11,160
Misc. Fruit Trees	150	3.3	$40	$132	$19,800
Pistachios	150	3.54	$40	$142	$21,240
Rice	150	4.56	$40	$182	$27,360

(b) State-wide averages, Department of Water Resources, Agricultural Land and Water Use Estimates, 2010

2. The following table provides examples of how the proposed probationary fee rates would apply to a municipal water supplier and industrial user:

Purpose of Use	Example Volume	Probationary Rate	Total Cost
Municipal Water Supply	3,600 acre-feet	$40	$144,000
Semiconductor Factory (Industrial)	5,200 acre-feet	$40	$208,000

De Minimis Extractors

Water Code Section 10721, subdivision (e), defines a de minimis extractor as "a person who extracts, for domestic purposes, two-acre feet or less per year." A person who extracts two acre-feet or less per year for a non-domestic purpose will not be considered a de minimis extractor. Domestic purposes do not include growing commercial crops or supporting commercial livestock. De minimis users are exempt from reporting in unmanaged areas. However Water Code Section 10735.2, subdivision (c)(2), authorizes the State Water Board to require de minimis extractors to report in a probationary basin if necessary. De minimis extractors that are required to report in a probationary basin will only pay the base filing fee and, if applicable, the late fee, but will not pay a per acre-foot rate.

Interim Plans and Groundwater Sustainability Plans

State intervention is intended to be a temporary measure to address conditions of long-term overdraft or significant depletions of interconnected surface waters. An interim plan is not intended for permanent management of a basin. Local efforts to address the deficiencies that caused state intervention will need to be funded by local agencies while groundwater extractors are also paying intervention fees to the State Water Board, likely resulting in the potential scenario of extractors paying both local and state fees.

State Water Board Flexibility during Intervention

SGMA provides the State Water Board flexibility in how intervention proceeds in three important ways:

1. Areas in compliance with the sustainability goal will be excluded from probation. (Wat. Code §10735.2, subd. (e).);
2. Extractors may be exempted from probationary reporting and related fees if appropriate. (Wat. Code §10735.2, subd. (c).); and
3. Successful elements of a GSP will be incorporated into an interim plan. (Wat. Code §10735.8, subd. (e).)

Legislation Text

23.

File #: 17-0348, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: Proposed Water Rate Increases

Recommendation for Action: Staff recommends that the City Council:

1.) Receive staff report outlining options requested by the City Council following the March 7th Public Hearing on proposed water rate increases,

2.) Introduce and waive the first reading of Ordinance No. _____, "Ordinance of the City Council of Woodland, California, to Increase Rates for Water Service.

3.) Adopt the proposed "Urgency Ordinance of the City Council of Woodland, California, to take Effect Immediately, to Increase Rates for Water Service" to be effective immediately with increased water rates as of April 1, 2017; and

4.) Provide additional direction to staff related to issues and recommendations contained in this report.

Staff Contact

Lynn Johnson, Senior Management Analyst - lynn.johnson@cityofwoodland.org

Report In Brief

This report provides information requested by the City Council at the March 7th meeting related to the recommended water rate increases for 2017-2021. After the March 7th public hearing, the City Council passed a motion (Rodriquez/Barajas) to delay action on the water rate ordinance for two weeks, and directed staff to return to Council with additional information and possible options for Council consideration.

Specifically, the Council requested information / options, related to:

1) Restructuring the City's State Revolving Loan Fund obtained through the State Water Resources Control Board (SWRCB),
2) Water consumption data and assumptions used in the current water rate model,
3) Option to appropriate General Fund dollars to offset water rate increases in 2017,
4) Information related to enhancing the city's Utility Assistance Program, and
5) Options for reducing the water utility budget (expenses),
6) Status on efforts to roll-back new SWRCB regulations related to Hexavalent Chromium (to be provided at meeting).

Staff's recommendation remains unchanged from the March 7th meeting, and this report includes a

recommendation to introduce the first reading of an ordinance implementing the water rate increases, in accordance with the constitutional requirements of Proposition 218, as well as an urgency ordinance required in order to implement the proposed increases by April 1st.
Depending on the direction provided by the Council at tonight's meeting, the ordinances may be able to be amended prior to formal action. Alternatively, staff will need to return to Council with updated ordinances reflecting Council action on 2017-2021 water rates.

Fiscal Impact

Adoption of the proposed water rate increases, averaging 5.5%/year for five (5) years, is intended to generate sufficient revenue to meet the City's Water Utility operational and capital needs through FY 2021 as well as meet the requirements of the utility's debt service. Annual revenues to the water utility would increase by $281,000 for the remainder of the current fiscal year, $1.7 million next fiscal year, and $5.6 million over the five-year period. No additional bond issuances are assumed in the proposed rate structure. Capital projects will be funded through reserves and rate revenue

Background

The City's last water rate ordinance was adopted in 2012, and provided for maximum annual increases of 17% per year from 2013 through 2016. The main reason for the need to implement the 2013-16 water rate increases was to cover costs associated with the city's proportionate share of the Davis-Woodland Surface Water Project, including regional and local treatment, distribution and storage facilities. At that time, it was anticipated that future annual water rate increases, beyond 2016, would be in the range of 3-4% per year.

As a result of favorable contract and financing terms associated with the Surface Water Project, the City Council did not implement the full 17% rate increase for 2016 and instead implemented a 9.5% water rate increase. Information known at that time indicated that moderate rate increases (slightly below 4% per year) would be needed over the five-year forecast to account for inflation and any debt service changes. The updated rate projections also assumed a significant level of water conservation, consistent with the state-mandated water conservation targets for the City of Woodland.

Staff has been working with HDR Engineering, Inc. since last summer to complete the 2016 Water Rate Study to inform and refine water rate recommendations for the next five years, consistent with the rate-setting and approval requirements of Proposition 218 and applicable case law. In general terms, the rate-setting process has three major components: 1) determining the revenue requirement for the water utility, 2) analyzing the cost of service for the various customer classes, and 3) creating the rate structure consistent with the strict requirements of Proposition 218.

Revenue Requirements - Iterative Process to Assess Water Rate Adjustments

After receiving all of the required data (costs, debt service, fund balance, and water consumption data by customer class) as provided by staff, the consultant produced a draft pro forma that calculated how much revenue is needed to keep the water utility solvent and the associated rate impacts.

Based on this information, including current water utility budget and capital program costs, along with updated water use data, the resulting required revenue increases were as follows:

2017	2018	2019	2020	2021

6.5%	7.0%	5.0%	5.0%	5.0%

Staff then continued to work on ways to reduce the revenue requirements including reducing costs, analyzing water consumption patterns, using surface water development impact fee revenues to stabilize debt service coverage, and the use of a rate stabilization fund. An additional rate scenario was developed by delaying construction of an additional ASR well to 2022 or beyond.

At the same time, updated water consumption data was analyzed, reflecting citywide conservation of roughly 30%, as compared to the target conservation levels used in the earlier model and established by the State (24%) resulting in the following water revenue increase profile:

2017	2018	2019	2020	2021
6.0%	6.0%	6.0%	6.0%	6.0%

An alternative was proposed by the Council sub-committee with the goal of avoiding a 2017 water rate increase, with the following result:

2017	2018	2019	2020	2021
0.0%	13.5%	6.0%	5.5%	5.5%

This alternative was dismissed by the city's Water Utility Advisory Committee (WUAC), who has consistently, over the years, recommended "smoothing" impacts of required rate increases.

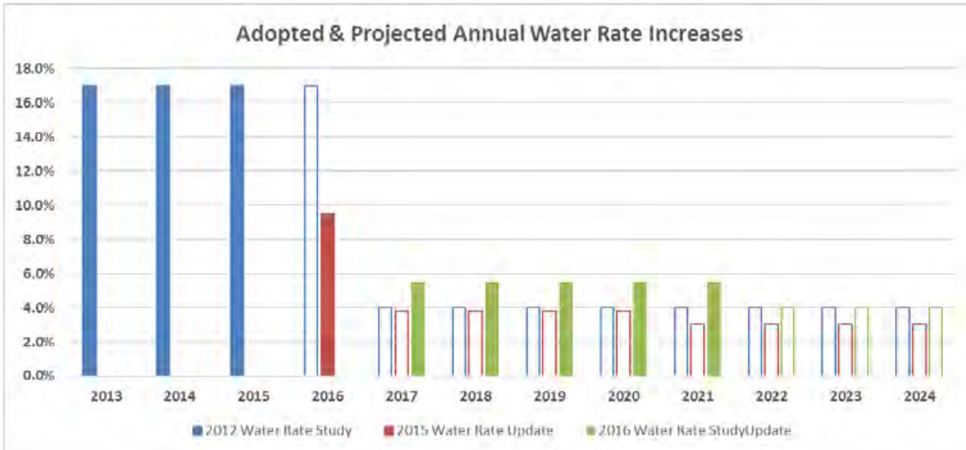
Prior to finalizing the five-year water rate recommendations, the decision was made to defer the increases from January to April, in part to assess if updated water consumption (Oct. 2015 - Sept 2016) would warrant increasing water used assumptions for the rate model. In fact, the modest increase in water use (as compared to June 2015- June 2016) allowed for a final revision of the water rate revenue requirements that were presented to Council in January to initiate the current Proposition 218 rate-setting process:

2017	2018	2019	2020	2021
5.5%	5.5%	5.5%	5.5%	5.5%

As discussed previously, these increases are necessary to provide sufficient revenue to meet the following conditions:

- **Inflation**. Approximately 3.0% of the proposed annual increase is needed to meet the normal incremental inflation of costs associated with maintaining existing water infrastructure, including the distribution system, above ground water tanks, and water meters.
- **Ongoing Need for Infrastructure Improvements.** Approximately 0.5-1.0% of the rate adjustments support specific capital infrastructure projects needed to meet new State drinking water standards associated with Hexavalent Chromium. This newly-adopted state requirement would prohibit the City from relying on exiting groundwater wells to meet peak demand during the summer months.
- **Reduced Water Use**. City water customers have responded very well to the need to conserve water as a result of the protracted drought. On an annual basis, water use in the City has been reduced approximately 30% when compared to pre-drought (2013) levels. This level of conservation has exceeded earlier projections (20%-24%), and has reduced revenues to meet the requirements of the

water utility. As a result, about 1.5% of the proposed rate increase each year is needed to partially offset the loss in water utility revenues resulting from conservation.



Public Outreach

In accordance with Proposition 218, notifications of the proposed water rate changes were mailed to property owners and customers of record on January 20, 2017. Utility bill inserts providing additional information and clarification on the proposed rate adjustments were included with all February utility bills. A Public Meeting was held on February 15, 2017 with notification going out through the Daily Democrat, Nextdoor.Com, Facebook, and the City's e-mail distribution list. Approximately 50 residents attended the informational session. Additionally, there was a Water Rate Hotline available to the community for questions, and the City received 25 calls. Staff met with the Chamber of Commerce Public Policy Committee as well as submitted an article for publication in the Chamber of Commerce E-Newsletter.

Discussion

On March 7, 2017, the City Council held a Public Hearing on the Proposed Water Rate Increase. There were approximately forty members of the public that addressed the Council. At the close of the Public Hearing, the City had received 843 protest letters. After discussion and consideration of the staff recommendation, the City Council approved a motion to defer adoption of the proposed water rates for two weeks to allow additional staff work and analysis centered around several key ideas:

- Restructuring Water Utility State Revolving Loan Debt Payments

A significant portion of the fixed costs associated with the City's water utility is the cost of loans secured to finance Woodland's share of the Surface Water Project and related local capital infrastructure. The bulk of the financing was secured at very favorable interest rates (1.78%), with loan repayment amortized over a 20 -year period.

Staff has initiated discussions with the State Water Resources Control Board (SWRCB) on possible re-financing of this loan to a 30-year loan. The SWRCB has committed to further explore this option, but can make no commitment at this time. Initial feedback is that rather than simply extending the amortization period to 30-years, any restructuring would essentially require a new loan, designed to pay-off the existing loan, with new terms to be negotiated. In addition to an updated interest rate, a new 30-year loan would very likely be considered a debt obligation of the utility as opposed to an O&M obligation. SWRCB staff advises that any loan restructuring would be subject to SWRCB Board approval and compliance with current federal EPA loan guidelines.

The opportunity to restructure a significant portion of water utility debt nonetheless could provide an opportunity to significantly lower annual debt service payments with commensurate favorable rate impacts in the short-term. However, this would also result in higher long-term interest costs and result in higher long-term rates. Staff will continue to pursue this option with the goal of securing a new SWRCB loan term proposal in time for the 2018 (Year 2) rate adjustment.
.

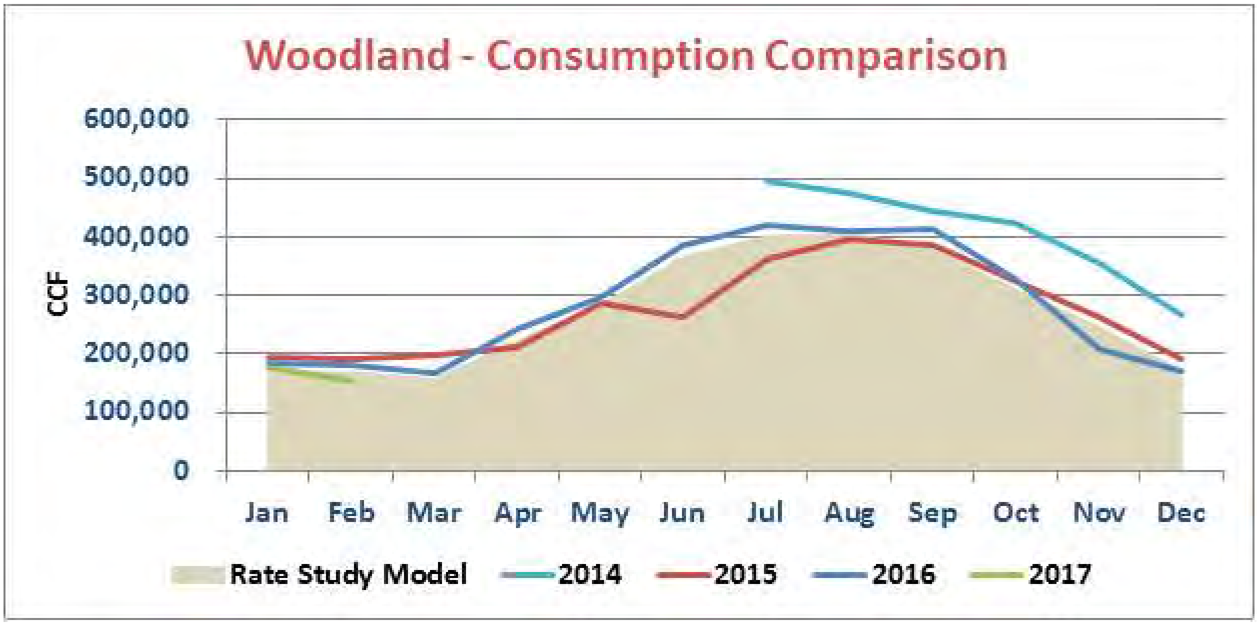
- Water Consumption -

As referenced earlier in this report, city water customers have - collectively - reduced water consumption by over 30% since 2013. Some of this reduction is due to mandated water conservation measures implemented in response to the protracted drought, while some water conservation results from customers being generally more aware of their water use.

The Water Rate Study recommendations were originally based on twelve months of water consumption, July 2015 - June 2016 and were subsequently favorably adjusted to reflect consumption from October 2015 - September 2016 - and assume that this level of consumption will continue for the next five years.

At the March 7th Council meeting, it was noted that the results of the water rate model are highly sensitive to the water use assumption, with a 5% deviation impacting water rate revenues by 1.0%.

While it is possible that water use may well increase following the recent wet winter, staff and our rate consultant updated the rate model to include most-recent rolling 12-month data (to include October 2016 - February 2017) to see if there is any uptick in water consumption. The addition of these five months of water usage showed that usage has actually decreased even more than projected. As another scenario, the City looked at both 24-month and 36-month water consumption averages to see if any different patterns emerged.



Based on this additional review and analysis, it is still our recommendation to use the assumed water rate consumption assumptions contained in the 2016 Water Rate Study. Any changes to these assumptions, based on updated *actual* data would cause the proposed water rate adjustments to increase more. However, as previously stated, any increase in water consumption, on a going forward basis, will provide the City with the flexibility to reduce future water rate increases.

- Other City Funding Sources -

General Fund Reserves - At the request of the City Council, staff has reviewed other potential sources of City funding including the General Fund Reserve Balance. Should the Council elect to appropriate one-time general fund money to the water enterprise, it could provide modest short-term rate relief, as follows:

Reducing Year 1 revenue increase from 5.5% to 5.0%:

- o This could be accomplished by allocating $150,000 in one-time funding to a rate stabilization fund (for use in years 2 and 3). This is in addition to the $1.0 million we are already using from surface water fees.
- o However, it also brings fund balance below $2 million by the end of the five-year period, compared to the $3.0 million reserve in our current model and $6.8 million “target” reserve level (6 months of operations and maintenance).
- o This would reduce the bill by about $0.50 per month over the time period.
- o Future rate increases would need to be increased by more than 0.5%, on a going forward basis, in order to make-up for the use of one-time funds.

Reduce Year 1 rate from 5.5% to 4.5%:

- o This could be accomplished by allocating $325,000 in one-time funding to a rate stabilization fund (for use in years 2 and 3). This is in addition to the $1.0 million we are already using from surface water fees.
- o However, it also brings fund balance below $1 million by the end of the five-year period, compared to the $3.0 million reserve in our current model and $6.8 million “target” reserve level (6

months of operations and maintenance).

- This would reduce the bill by about $1.00 per month over the time period.
- Future rate increases would need to be increased by more than 0.5%, on a going forward basis, in order to make-up for the use of one-time funds.

Although the City's reserve balance is currently above the minimum required by our Reserve Policy, the five-year projections indicate that this excess balance provides a margin of flexibility required to continue to meet the current and on-going costs of our existing General Fund programs including, unfunded liabilities and unmet needs.

There are no other excess City funds available that could be used to supplement the water utility. Many City funds are non-discretionary as to the type of expenditures that they may be used for. Examples: gas tax, sewer enterprise, landscape & lighting, local transportation fund (LTF), solid waste and grant funds. These are just a few examples of City funds that must be used for the purpose that they were collected. The City's discretionary funding is centered around the General Fund, Measure J, and Measure E/F. Although Measures E/F and Measure J are technically discretionary since they were approved as general supplemental sales and use taxes, they were approved by the voters with specific funding intent, including road maintenance, recreational facilities, public safety, and youth programming. Up to 5% of Measure J was recommended to fund the Utility Assistance Program and is programmed as such.

- Utility Rate-Payer Assistance Program-

Another vehicle to apply General Fund monies to mitigate water rate impacts is by providing additional funding to the City's Utility Assistance Program. The following is some background information on the current program:

- To qualify for this program, the following criteria must be met:
  - Residents must own the property at which they live.
  - The person/household applying must live at the address where the discount will be received.
  - The customer must provide proof of enrollment in PG&E's California Alternative Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) programs.
  - Participants must reapply annually to continue receiving the discount.

- Drawbacks to this program include:
  - Renters cannot participate in the UAP. Under the City's ordinance, property owners are the utility customers. There is no way to ensure that the subsidy is being received by the qualifying tenant, nor is City staff able to ensure that tenants remain at the property to continue receiving benefits.
  - Customers with multiple residences served by a single meter do not qualify (example Leisureville) because utility accounts are paid through an HOA, and only a few of the customers might qualify for the program. As a result, there is no easy way to ensure compliance with the requirements of the program.

- Program Summary
  - The program currently provides $60/month for up to 6-months in a rolling 12-month period

($360/participant).
- For FY 2017, the budget was $124,560 (Measure J funding)
- The City had 346 program participants and all funds were fully committed by early October 2016.
- There is currently not enough funding to meet the demand for the program and if water rates increase, the demand may be even greater.

Staff anticipates recommending additional funding (beyond Measure J) for the Utility Assistance Program as part of the FY2017/18 budget process, with the goal of both offsetting the impact of the proposed rate increase on program participants, but also expand the duration and eligibility criteria for program assistance.

Options for Reducing the Water Utility Budget -

City staff has looked at both the Capital Improvement Program (CIP), which contains water funded projects, as well as the various O&M programs that support the water utility.

CIP - During the development of the Water Rate Study, several iterations were completed with the goal of reducing rate impacts as much as possible. Initially, the water CIP contained design and construction of two Aquifer Storage & Recovery (ASR) wells, one in FY 2018 and one in FY 2019. After further refinement, one of the additional ASR wells was deferred until FY 2022, outside the five-year rate period. Construction of the fourth ASR Well was deferred until FY 2019, the latest possible time frame to continue to meet peek water demand in summer months, especially within any Term 91 water curtailment. These changes pushed more than $4.5 million out of the five-year rate study plan and better spread the costs of the additional ASR well over the five-year period. Additionally, the annual renewal and replacement project was capped at $2.7 million/year reducing the cost to the five-year CIP by more than $6.5 million. This combined effort eliminated or shifted more than $11 million out of this five-year rate window.

O&M Programs - The water utility programs include water distribution, water wells, water conservation, utility billing, and utility engineering/administration. The 2016 Water Rate Study is based on the adopted FY 2016 budget. There is no new additional staff included in the budget projections. The FY 2016 budget figures were projected out five-years based on the same assumptions we use annually for budgeting and are based on historical cost increases by line item. Individual line items are inflated at different rates based on our history and any projected cost increases that are already known. As an example, our cost for power for the water utility is inflated at 4.5%/year which is consistent with our PG&E history. Given their recent increases, this may actually be a low estimate. Our supplies budget is escalated at 3% which is consistent with our historical data. During each budget cycle, staff looks closely at past costs, ways to reduce costs, and any new costs that often are beyond our control. All program budgets are developed utilizing this type of analysis and review.

Term of Water Rate Ordinance -

Staff has proposed that the Council adopt a 5-year water rate ordinance setting maximum water rate increases through FY2021. The option of adopting a two-year rate ordinance was suggested by some Councilmembers at our last meeting. This option, if enacting two successive 5.5% increases, sets rates sufficient to meet the City’s needs for two years. In approximately fifteen (15) months, City staff would be requesting funding to conduct another Water Rate Study, set a Proposition 218 public hearing, and implement requisite public noticing and mailing. The cost of this process is upwards of $50,000 each time it is done.

Delaying the Rate Increase -

Every month that we delay implementation of the water rate adjustments costs the City more than $90,000 in lost additional revenue. The longer we defer adoption of new rates; the less flexibility we will have down the road to impose less than the maximum rate increases allowed under the Rate Ordinance.

Drought Surcharge -

The City is no longer recommending the adoption of the drought surcharge. Should there be a water emergency during the five-year rate period, staff will discuss with the City Council options for maintaining the health of the water utility that could include conducting a new Proposition 218 process.

Commission/Committee Recommendation

- The Water Utility Advisory Committee (WUAC) met in September 2016 and again in December 2016 to review the draft Water Rate Study.

- The Council Infrastructure Sub-Committee met on January 12, 2017 and reviewed the proposed water rate study and proposed rate adjustments.

- Most recently, staff was invited to present and discuss the proposed water rate adjustments at a meeting of the Public Policy Committee of the Woodland Chamber of Commerce on March 2, 2017.

Conclusion

Staff recommends that the City Council:

1.) Receive staff report outlining options requested by the City Council following the March 7th Public Hearing on proposed water rate increases,

2.) Introduce and waive the first reading of Ordinance No. _____, “Ordinance of the City Council of Woodland, California, to Increase Rates for Water Service.

3.) Adopt the proposed “Urgency Ordinance of the City Council of Woodland, California, to take Effect Immediately, to Increase Rates for Water Service” to be effective immediately with increased water rates as of April 1, 2017; and

4.) Provide additional direction to staff related to issues and recommendations contained in this report.

Prepared by: Lynn Johnson, Senior Management Analyst

Paul Navazio, City Manager

Attachments:

1.) Ordinance No. _____, “Ordinance of the City Council of Woodland, California, to Increase Rates for Water Service
2.) Urgency Ordinance of the City Council of Woodland, California, to take Effect Immediately, to Increase Rates for Water Service

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA TO INCREASE RATES FOR WATER SERVICE

WHEREAS, the Woodland City Council has previously established water rates; and

WHEREAS, California law allows the City to recover the full cost of providing water service to customers, including the cost of sources of water, treatment facilities, pipelines, and other infrastructure, through the establishment of water rates; and

WHEREAS, the City has determined that the existing water rates do not adequately recover the City's costs of providing water service to customers, and the City contracted with the firm HDR Engineering, Inc. to prepare a water rate study, which analyzed the City's water rate revenues and cost of water operations; and

WHEREAS, the City Council on January 17, 2017, authorized City staff to mail the notices required by Proposition 218 to all property owners and water customers and on that same date set March 7, 2017, as the date for a public hearing on the proposed adoption of increased water rates; and

WHEREAS, the City sent mailed notices to all property owners and water customers on January 20, 2017; and

WHEREAS, in accordance with Proposition 218, the City Council intends to establish water rates that do not exceed the cost to the City of providing the service for which the fees and charges are imposed; and

WHEREAS, the City Council held a public hearing on March 7, 2017, and took testimony from all interested persons and accepted written protests from all persons wishing to protest the adoption of the new water rates, as required by Article 13D, Section 6 of the California Constitution; and

WHEREAS, after the public hearing closed, the City Clerk attested that written protests against the proposed fee or charge were not presented by a majority of owners or customers of the affected parcels.

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

Section 1. The City Council hereby adopts the recitals and findings set forth above and in the staff report prepared in connection with this ordinance.

Section 2. The City Council hereby adopts, pursuant to its powers under section 7 and 9 of Article XI of the California Constitution authorizing the provision of utility services and the police power to adopt regulations for the health, welfare, and safety of City residents, the water rate schedule set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference.

Section 3. This Ordinance supersedes and voids all prior ordinances, resolutions, and other Council actions, which are inconsistent with its terms, including all prior ordinances and resolutions establishing or amending water rates.

Section 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (14CCR 15061(b)(3)). CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It is therefore found and declared that the adoption of the water rate schedule in this ordinance will not have a significant effect on the environment, as the consumption-based water rates herein adopted will encourage water conservation.

Section 5..<u>Severability</u>. If any provision of this Ordinance or the application thereof to any person of 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 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. <u>Publication</u>. The City Clerk shall certify to the adoption of this Ordinance and the City Clerk shall cause this Ordinance to be published within 15 days as required by law.

PASSED AND ADOPTED this __________ day of April, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST: **APPROVED AS TO FORM**:

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

EXHIBIT "A"

Water Rate Schedule

The water rates and the effective dates for their implementation are as follows:

Monthly Rates

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
	4/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Meter Charge (All customer classes)					
3/4"	$44.85	$47.30	$49.95	$52.70	$55.65
1"	44.85	47.30	49.95	52.70	55.65
1 1/2"	44.85	47.30	49.95	52.70	55.65
2"	44.85	47.30	49.95	52.70	55.65
3"	84.25	88.90	93.80	99.00	99.00
4"	140.40	148.10	156.40	165.00	165.00
6"	280.35	295.70	312.20	329.40	329.40
Consumption (per CF)					
Residential -					
0 - 1200 CF	$0.0320	$0.0338	$0.0357	$0.0377	$0.0398
1201 - 3600 CF	0.0385	0.0407	0.0430	0.0454	0.0479
3600 + CF	0.0474	0.0500	0.0528	0.0558	0.0589
Multi-Family, Commercial, Institutional, Industrial, & City					
Uniform Rate	$0.0431	$0.0440	$0.0465	$0.0491	$0.0518
Landscape					
Uniform Rate	$0.0471	$0.0497	$0.0525	$0.0555	$0.0586

CF = Cubic Feet   Most water meters are read in cubic feet which is equal to 7.48 gallons

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, TO TAKE EFFECT IMMEDIATELY, TO INCREASE RATES FOR WATER SERVICE

WHEREAS, the Woodland City Council has previously established water rates; and

WHEREAS, California law allows the City to recover the full cost of providing water service to customers, including the cost of sources of water, treatment facilities, pipelines, and other infrastructure, through the establishment of water rates; and

WHEREAS, the City determined that the existing water rates do not adequately recover the City's costs of providing water service to customers, and the City contracted with the firm HDR Engineering, Inc. to prepare a water rate study, which analyzed the City's water rate revenues and cost of water operations; and

WHEREAS, the City Council on January 17, 2017, authorized City staff to mail the notices required by Proposition 218 to all property owners and water customers and on that same date set March 7, 2017, as the date for a public hearing on the proposed adoption of increased water rates; and

WHEREAS, the City sent mailed notices to all property owners and water customers on January 20, 2017; and

WHEREAS, in accordance with Proposition 218, the City Council intends to establish water rates that do not exceed the cost to the City of providing the service for which the fees and charges are imposed; and

WHEREAS, the City Council held a public hearing on March 7, 2017, and took testimony from all interested persons and accepted written protests from all persons wishing to protest the adoption of the new water rates, as required by Article 13D, Section 6 of the California Constitution; and

WHEREAS, after the public hearing closed, the City Clerk attested that written protests against the proposed fee or charge were not presented by a majority of owners or customers of the affected parcels.

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

Section 1. The City Council hereby adopts the recitals and findings set forth above and in the staff report prepared in connection with this ordinance.

Section 2. The City Council hereby adopts, pursuant to its powers under sections 7 and 9 or Article XI of the California Constitution authorizing the provision of utility services and the police power to adopt regulations for the health, welfare, and safety of City residents, the water rate schedule set forth in **Exhibit "A,"** attached hereto and incorporated herein by reference.

Section 3. This Ordinance supersedes and voids all prior ordinances, resolutions, and other Council actions, which are inconsistent with its terms, including all prior ordinances and resolutions establishing or amending water rates.

Section 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (14CCR 15061(b)(3)). CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It is therefore found and declared that the adoption of the water rate schedule in this ordinance will not have a significant effect on the environment, as the consumption-based water rates herein adopted will encourage water conservation.

Section 5. This is an urgency ordinance necessary for the public health and safety, passed by a four-fifths vote of the City Council. An urgency ordinance is needed because there is an urgent need to provide additional funds to the City's water fund. Providing adequate water service to City residents and other customers is a matter of public safety, and the additional funds to the water fund are necessary to maintain the public health and safety.

Section 6. Severability. If any provision of this Ordinance or the application thereof to any person of 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 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 7. Effective Date. This Ordinance shall go into effect immediately, and the increased water rates shall be effective as of April 1, 2017.

PASSED AND ADOPTED this 21st day of March, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Angel Barajas, Mayor

ATTEST: **APPROVED AS TO FORM**:

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

EXHIBIT "A"

Water Rate Schedule

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6"	280.35	295.70	312.20	329.40	329.40
Consumption (per CF)					
Residential -					
0 - 1200 CF	$0.0320	$0.0338	$0.0357	$0.0377	$0.0398
1201 - 3600 CF	0.0385	0.0407	0.0430	0.0454	0.0479
3600 + CF	0.0474	0.0500	0.0528	0.0558	0.0589
Multi-Family, Commercial, Institutional, Industrial, & City					
Uniform Rate	$0.0431	$0.0440	$0.0465	$0.0491	$0.0518
Landscape					
Uniform Rate	$0.0471	$0.0497	$0.0525	$0.0555	$0.0586

CF = Cubic Feet   Most water meters are read in cubic feet which is equal to 7.48 gallons

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

24.

File #: 17-0360, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: March 21, 2017

SUBJECT: FY2017 / FY2019 Spring Budget Workshop

Introduction

The City Council has scheduled a Study Session on March 21st for the purpose of conducting a workshop to inform development of the City's upcoming FY2017/18 and FY2018/19 Budget.

Discussion

This session follows from the presentation of the Mid-Year Budget Update (February 21, 2017), and is intended to provide the City Council with a preview of the baseline two-year budget for fiscal years 2017/18 and 2018/19, as well as the most recent five-year financial forecast. In addition, staff will review additional areas of the budget that may require refinement within the context of the city's long-term financial plan designed to support and sustain priority City programs and services.

The primary focus of the workshop will be a discussion of general revenue and expenditure trends and assumption being used to inform development of both the FY2017/18 & FY2018/19 biennial budget as well as the updated financial forecast. Staff will also review the current budget framework being implemented to maintain a balanced budget, manage prudent reserve levels and advance the City Council's goal of long-term fiscal stability.

In many respects, the budget outlook is improved in comparison to past fiscal years as the economy has stabilized, Woodland voters have extended two expiring sales tax measures, and recently negotiated labor agreements have contributed to managing overall personnel costs. At the same time, the city - like many in the state - continues to project revenue growth that lags expenditure projections, with growing operating deficits through the five-year forecast.

As a result, staff again anticipates very limited budget flexibility within the upcoming budget. Within this context, Council feedback is requested, starting with tonight's budget workshop, to inform priorities and strategies for the upcoming budget and city's long-term financial plan.

Paul Navazio, City Manager

Attachment:
OUTLINE: Spring Budget Workshop

Spring Budget Workshop
OUTLINE

Baseline Budget
Five Year General Fund Forecast
Fund Balances

Sustainable Budget Framework
Policy Framework
Next Steps

I. BUDGET BASELINE

	←------------------Forecast Assumptions	------------------------→	
• **Revenue Assumptions -** Property / Sales Taxes Top 10 Revenues	**FY16/17**	**Two-Year Budget**	**Five Year Forecast**
	←------------------Forecast Assumptions	----------------------→	
• **Expenditure Assumptions**	**FY16/17**	**Two-Year Budget**	**Five Year Forecast**

- **Personnel Costs**
  Salaries
  Health Premiums
  CalPERS Pension
  Retiree Medical (OPEB)
- **Non-Personnel Costs**
- **Fund Balances**

II. LONG-TERM FINANCIAL PLANNING → Toward Fiscal Sustainability

- **Baseline Five Year-Forecast / Sensitivity**
- **Unfunded Priority Needs**
- **Refining the Budget Challenge**
- **A Sustainable Budget Framework**
  - Revenue Opportunities
  - Cost-Savings Measures
  - Measure J / Measure F

III. POLICY FRAMEWORK

- **Budget & Fiscal Policies**
- **General Fund Reserve Policy**
- **Investment Policy**

IV. NEXT STEPS

- **FY17/18 & FY18/19 Two-Year Budget Framework / Recommendations**
  Budget-Balancing Plan
  Funding Recommendations
    Recurring
    One-Time
- **Budget Timelines**