



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, June 6, 2017

6:00 PM

Council Chambers

CITY COUNCIL CLOSED SESSION 5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

**B.1 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to
Government Code Section 54957.6**

**Agency Designated Representatives: City Manager and Human Resources
Manager**

Employee Organization(s): Woodland Police Employees Association

**B.2 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to
Government Code Section 54957.6**

**Agency Designated Representatives: City Manager and Human Resources
Manager**

Employee Organization(s): Woodland Police Supervisors Association

**B.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))**

**Name of case: Bobby Harris v. City of Woodland, Yolo County Superior Court
Case No. PT-17-753**

B.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

**Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2): one case**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

JUNE 6, 2017

6:00 PM

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.

[17-0507](#)

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. MINUTES1. [17-0499](#)

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of April 6, 2017 and April 20, 2017.

Attachments: [A - April 6, 2017 Meeting Minutes](#)

[B - April 20, 2017 Meeting Minutes](#)

2. [17-0504](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 4, 2017 and May 16, 2017.

Attachments: [05_04_2017_DRAFT_FOR_APPROVAL](#)

[05_16_2017_DRAFT_FOR_APPROVAL](#)

H. CONSENT CALENDAR3. [17-0477](#)

SUBJECT: Formally Approve Interfund Loan Agreements

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Formally Approving the Interfund Loan Agreements.

Attachments: [Interfund Loans Resolution](#)[Interfund Loan Agreement - Measure E \(Fund 506\) to Parks & Recreation \(Fund 506\)](#)[Interfund Loan Agreement - Recycling \(Fund 250\) to Const-Demo Debris Recyc](#)[Interfund Loan Agreement - Sewer \(Fund 220\) to Sewer Development \(Fund 58\)](#)[Interfund Loan Agreement - Spring Lake Capital \(Fund 594\) to Fire Suppression](#)[Interfund Loan Agreement - Water \(Fund 210\) to Capital Projects \(Fund 501\)](#)

4. [17-0480](#) SUBJECT: Approve Plans & Specifications, and Authorize Bid Advertisement for WPCF Clarifier Coating System Project, CIP #14-02

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the WPCF Clarifier Coating System Project, CIP #14-02.

Attachments: [A - Resolution](#)

5. [17-0482](#) SUBJECT: Contract Amendment - FY2016/17 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract amendment to the FY 2016/17 annual cyclical tree pruning and maintenance service contract with West Coast Arborist in the amount of \$36,000, for a contract total not-to-exceed \$215,000.

Attachments: [WCA - Amendment Resolution](#)

6. [17-0483](#) SUBJECT: Approval of Funding Increase for Fiscal Year 2016/17 Community Development Block Grant Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a funding increase of \$1,875 for the Yolo Family Service Agency's FY 2016/17 Meeting Room Conversion project.

Attachments: [CC Reso for YFSA June 6, 2017](#)

7. [17-0484](#) SUBJECT: Approval of Subrecipient with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Competition

Recommendation for Action: 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 \$149,855 and authorize the Finance Officer to amend the budget as necessary.

Attachments: [CC Reso Sub Agreement 6Jun17](#)

[Subrecipient Agreement](#)

8. [17-0486](#) SUBJECT: Second Reading and Adoption of an Ordinance Amending the Woodland Municipal Code to Add Chapter 7A, Entitled "Community Choice Aggregation (Electricity)"

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, authorizing the implementation of a Community Choice Energy program - also called Community Choice Aggregation - through the Valley Clean Energy Alliance (VCEA) Joint Powers Authority (JPA).

Attachments: [Woodland Ordinance For CCE](#)

9. [17-0489](#) SUBJECT: Appointment of Members to the Valley Clean Energy Alliance Advisory Committee

Recommendation for Action: Staff recommends that the City Council:

- (1) Adopt Resolution No. _____ establishing the process for appointing members to the Valley Clean Energy Alliance (VCEA) Advisory Committee; and
- (2) Appoint Tom Flynn, Christine Shewmaker, and Mark Aulman to represent Woodland on the committee, subject to the approval of the VCEA Board of Directors.

Attachments: [Reso - VCEA Advisory Committee appointments](#)

10. [17-0495](#) SUBJECT: COPS Hiring Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and Police Department to submit an application for the 2017 COPS Hiring Program (CHP).

Attachments: [Resolution - 2017 COPS Hiring Program](#)

11. [17-0460](#) SUBJECT: Hiddleson Pool Demolition Project, CIP 17-13; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications and authorizing bid advertisement for the Hiddleson Pool Demolition Project, CIP 17-13; and approve the donation of pool equipment to the City of Maxwell.

Attachments: [A - Resolution](#)

12. [17-0508](#) SUBJECT: Proclamation Recognizing Dennis Diemer for his service as General Manager of the Woodland-Davis Clean Water Agency

Recommendation for Action: Staff recommends that the City Council adopt a proclamation recognizing Dennis Diemer for his service as General Manager of the Woodland-Davis Clean Water Agency.

J. REPORTS OF THE CITY MANAGER

13. [17-0491](#) SUBJECT: Public Comment Meeting for the Draft Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and the Public Review Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) (SCH # 2011102043)

Recommendation for Action: Staff recommends that the City Council:
(1) Receive a presentation from the Yolo HCP/NCCP Conservancy on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR; and
(2) Receive public comment on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR.

Attachments: [1 - Plan Comparison Table](#)

14. [17-0506](#) SUBJECT: Amendment to Gibson Ranch Tax Sharing Agreement and Introduction of Ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, authorizing the City Manager to execute the Amendment to Agreement No. 92-49, the Gibson Ranch Revenue Sharing and Property Tax Exchange Agreement; and
2) Waive first reading and introduce by title only an ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Attachments: [A Resolution](#)

[B Amendment to Tax Sharing Agreement](#)

[C Ordinance No. Amending Section 23-62 of the Woodland Municipal Code Rel](#)

15. [17-0479](#) SUBJECT: Approve Sole Source Consultant Agreement with ATEEM Electrical Engineering, Inc. for Programming and SCADA integration services for ASR Wells 29 & 30, CIP 15-02

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, to approve a sole source consultant agreement with ATEEM Electrical Engineering, Inc. for Programming and SCADA Integration Services for ASR Wells 29 & 30 (CIP 15-02) in an amount up to \$62,660, and authorize a contingency of up to 10% (\$6,266).

Attachments: [A - Resolution](#)

[B - Consultant Agreement for SCADA Integration Services](#)

16. [17-0475](#) SUBJECT: Extension of Development Impact Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council

waive first reading and adopt by title only, an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional five years for multi-family residential and non-residential development projects.

Attachments: [Ordinance for Fee Deferral Extension-5-31-2017final](#)

17. [17-0501](#) SUBJECT: Urgency Ordinance Establishing a Moratorium on Mini-Storage/ Warehouse Facilities

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive information about the proposed Urgency Ordinance; and
- 2) Consider adoption of an urgency ordinance prohibiting the processing and/or approval of any and all mini-storage/warehouse facilities in the City of Woodland; and
- 3) Direct staff to commence review of the Zoning Ordinance and prepare all items necessary and appropriate for further regulation of mini-storage/warehouse facilities.

Attachments: [1 - Interim Urgency Ord. imposing a Moratorium on any/all Mini Stor./Warehouses](#)

18. [17-0497](#) SUBJECT: Approval of \$1,000,000 Loan Commitment for Mutual Housing California's Phase 2 Multi-Family Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a 57-year term residual receipts loan with Mutual Housing California (Mutual) in the amount of \$1,000,000 with three percent (3%) simple interest for Mutual's Phase 2 multi-family project (39 farmworker units) at the southeast corner of Pioneer Avenue and Farmers Central Road and funding of the loan through the Spring Lake Affordable Housing and Affordable Housing In-Lieu Fee funds.

Attachments: [Council Resolution](#)

19. [17-0488](#) SUBJECT: Petition to Prepare the Woodland Research and Technology Park Specific Plan

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, accepting the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application (PLNG17-00017); initiating the specific plan process; directing the formation of a Technical Advisory Committee; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicant including specific payment terms and the continued use of the wells located within the project site for agricultural irrigation purposes (Attachment 1);
2. Adopt Resolution No. _____, to approve a contract agreement with AECOM in the amount of \$206,510 for the preparation of the

environmental review of the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments, as necessary, up to 20% of the agreement amount;

3. Adopt Resolution No. _____, to approve a contract agreement with Fehr and Peers in an amount of \$188,000 for the preparation of the Transportation Impact Study (TIS) and related support work for the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments, as necessary, up to 20% of the agreement amount; and

4. Adopt Resolution No. _____, to approve a contract agreement with Ponticello Enterprises Consulting Engineers, Inc., in the amount of \$140,400 for project management services and authorize the City Manager to execute the agreement and any amendments, as necessary, up to 20% of the agreement amount.

Attachments: [1 - Resolution - Preparation of Specific Plan and Agreement for Advance of Fun](#)

[2 - Resolution - Professional Services Agreement - AECOM](#)

[3 - Resolution - Professional Services Agreement - Fehr and Peers](#)

[4 - Resolution - Professional Services Agreement - Ponticello Enterprises](#)

[5 - Project Summary](#)

[6 - General Application Form](#)

[7 - Planning Commission Resolution May 18, 2017](#)

20. [17-0502](#)

SUBJECT: Report from the City Council Sub-Committee on Implementing Proposition 64 - Adult Use of Cannabis in the City of Woodland

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive a report from the City Council Sub-Committee on Proposition 64; and
- 2) Provide feedback on preliminary direction and next steps pertaining to the regulation of Cannabis in Woodland.

Attachments: [A - Licensing and Other Informational Links](#)

21. [17-0505](#)

SUBJECT: Presentation of FY2017/18 Proposed Budget

Recommendation for Action: Staff recommends that the City Council receive a presentation of the City Manager's FY2017/18 Proposed Budget.

K. 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 June 6, 2017 was posted on June 2, 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.



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

File #: 17-0507, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 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 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: Jennifer Robinson, Deputy City Clerk

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

JUNE 20th

REGULAR MEETING

Consent Calendar

WM Delinquent Garbage/Refuse Accounts – Call for Public Hearing on July 18, 2017

Approve Consultant Agreement with Fehr and Peers for 2017 Corridor Safety Study Project, CIP #17-17

Library Improvement Project, CIP 15-08, Final Acceptance and NOC

Approve Transfer of Funds from CIP 09-23 to Well #24 & #26 Water Main Project

Public Hearing

Light and Landscaping Resolutions

Regular Calendar

Downtown Parking Study

Approve Consultant Agreement - Engineering Design Services – W. Woodland Safe Routes to School, CIP 17-09

Adopt FY2018 and 2019 Budgets

JULY 6th

SPECIAL MEETING

Minutes

City Council Meeting Minutes for June 6, 2017 and June 20, 2017

Consent

Approve Consultant Agreement with Mark Thomas for Sports Park Drive Pedestrian Overcrossing, CIP #17-22

Final Acceptance for Recycled Water Project, CIP 16-01

JULY 18th

REGULAR MEETING

Consent

Approve Plans & Specs; Authorize Bidding for Wells #10, #17 & #20 Demolition Project CIP 11-10

Public Hearing

Waste Management Liens

SUMMER RECESS JULY 19 THROUGH AUGUST 14

FUTURE TOPICS / STUDY SESSIONS (TBD):

Downtown Specific Plan Update

Affordable Housing Workshop– Part II

Ag Mitigation Ordinance

Street / Road Maintenance Program Overview

Park Management Plan



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 17-0499, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of April 6, 2017 and April 20, 2017.

Staff Contact

Debbie Flemmer, Administrative Clerk, Community Development Department

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachments: Attachment A - April 6, 2017 Meeting Minutes
Attachment B - April 20, 2017 Meeting Minutes



City of Woodland

Meeting Minutes - Final

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, April 6, 2017

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:30 pm.

Staff Present:

Stephen Coyle, Deputy Director

Cindy Norris, Principal Planner

Erika Bumgardner, Senior Planner

B. Roll Call

Present 7:

Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris,

Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John

Murphy, Commissioner Elodia Ortega-Lampkin.

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

[17-0382](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes and Staff notes of the Planning Commission meetings of March 2, 2017 and March 16, 2017.

Attachments:

[A - March 2, 2017 Meeting Minutes](#)

[A1 March 2, 2017 Staff Meeting Notes](#)

[B - March 16, 2017 Meeting Minutes](#)

[B1 - March 16, 2017 Staff Meeting Notes](#)

A motion was made by Commissioner Lizarraga and seconded by Vice Chairman Holt to approve the minutes of the March 2, 2017 Planning Commission Meeting (with the amendment to the Staff Notes on page 2, not mentioned in the actual motion).

The motion was carried by the following votes:

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

Abstentions: Commissioner Lopez and Murphy

Commissioner Lizarraga made a motion, seconded by Commissioner Harris, to approve the minutes, subject to an amendment to the 2035 General Plan agenda item 17-0342 to reflect the following motions, as read into the record by Commission Lizarraga: a) Modify the Land Use Diagram to change the designation on the parcel at the Northwest corner of CR102 and Main St. from Light Industrial Overlay to Industrial, b) Modify the Land Use Diagram to reconfigure the Open Space to Corridor Mixed Use and Business Park to match the westerly boundary of the Minimum Recommended Odor Buffer, c) Modify Policy 7.C.5 to change the minimum agricultural buffer for 300' to 150', d) To re-classify the 900 acres as "other land" for purposes of the General Plan and the General Plan EIR. The motion was carried by the following votes:

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

Noes: Vice Chairman Holt

H. Public Hearing

[17-0349](#)

Mutual Housing at Spring Lake Parcel Map and Design Review Modification - The project includes a request for a tentative parcel map to divide the ±5.14-acre parcel located at 2170 Farmer's Central Road, into two parcels of ±3.32 acres and ±1.82 acres. The project also includes a request for minor design modifications to the Phase II build out of the Mutual Housing at Spring Lake multifamily housing development. The project is located in the Spring Lake Specific Plan Area, R-25 - Multifamily zone.

Location: 2170 Farmer's Central Road, Woodland

Applicant/Owner: Spring Lake Housing Association, LP (Owner); Yolo Mutual Housing (Applicant/Developer)

Environmental Report: An Environmental Impact Report (SCH#99022069, Turn of the Century EIR) on the Spring Lake Plan was certified on August 15, 2000.

APN 042-533-001

Project Planner: Erika Bumgardner, AIPC, Senior Planner

Staff Recommendation: Conditional Approval

Attachments: [1 - Planning Commission Resolution & EXH A TP Map 5074 & EXH B COA](#)
[2 - General Application and Design Packet](#)
[3 - Original 2011 Approved Elevations and Site Plan](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Ortega-Lampkin to adopt PC17-02, recommending approval of parcel map 5119 to divide the property located at 2170 Farmer's Central Road, into two separate parcels of one being of ±3.32 acres and parcel two being an area of ±1.82 acres respectively. The motion was carried by the following votes:

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

A motion was made by Commissioner Lizarraga and seconded Ortega-Lampkin to approve the proposed design modifications for the Phase II build out of the Mutual Housing at Spring Lake project, Attachment 2. The motion was carried by the following votes:

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

I. Business Items

[17-0373](#)

SUBJECT: Design Review for Lennar; The Orchard at Spring Lake

DATE: April 6, 2017

RECOMMENDATION: Staff recommends that the Planning Commission:

1. Review and approve the proposed conceptual residential designs for Lennar; The Orchard at Spring Lake including a minor side yard setback exception on Lot 142 to allow for a covered wrap around porch and subject to the conditions of approval.

Attachments: [1 - General Application](#)
[2 - Residential Design Booklet \(Pre-Plot Exhibit, Landscape Plans, Elevations, Floor Plans, Color samples\)](#)
[3 - Subdivision Map #5048 and Conditions of Approval](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to move approve the residential designs for Lennar; The Orchard at Spring Lake as shown in booklet overall site exhibit lot layout and colors/materials board, including a minor side yard setback exception on Lot 142 to allow for a covered wrap around porch and subject to the conditions of approval, adding the trenches that Vice Chairman Holt requested, determined that the project condition is consistent with the Spring Lake Specific Plan and Spring Lake Design Standards. The motion was carried by the following votes:

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

J. Staff or Commissioner Comments

K. Adjournment

The meeting was adjourned at 7:50 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

Meeting Minutes - Final

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, April 20, 2017

6:30 PM

Council Chambers

A. Call to Order

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

Staff Present:

Stephen Coyle, Deputy Director

Megan Meier, Associate Planner

B. Roll Call

Present 1:

*Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris,
Commissioner Marco Lizarraga, Commissioner John Murphy, and Commissioner
Fred Lopez arriving late.*

Absent 1:

Commissioner Elodia Ortega-Lampkin

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

[17-0409](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes and Staff notes of the Planning Commission meetings of February 2, 2017 and April 6, 2017.

Attachments: [A – February 2, 2017 Meeting Minutes](#)

[B – April 6, 2017 Meeting Minutes](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Harris to approve the Planning Commission Meeting minutes of February 2, 2017.

The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez and Murphy.

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

Lizarraga to approve the Planning Commission Meeting minutes of April 6, 2017.

The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez and Murphy.

H. Public Hearing

I. Business Items

[17-0402](#)

SUBJECT: Updating the Downtown Specific Plan: Synoptic Survey Debrief

RECOMMENDATION:

Staff recommends that the Planning Commission listen to live presentations by the Downtown Synoptic Surveyors, local volunteers assisting in a first step in updating the Downtown Specific Plan. Accompanied by slides, each will describe the results of their specific street by street route on-foot, recording their visual and sensory observations of the physical features of each block in the Downtown on forms and with photographs. The outcomes, from the quality of the sidewalks and tree canopies to building facades and historic architecture, include the identification of exemplar streets and blocks, redevelopment opportunities, and areas that require repair or other actions. The surveys, which will be documented in an illustrative report and distributed, will inform the drafting of the new Downtown Design and Development Standards.

Attachments: [A – Synoptic Survey Instructions, Map and Form](#)

J. Staff or Commissioner Comments

K. Adjournment

The meeting was adjourned by 8:34 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

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

2.

File #: 17-0504, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 4, 2017 and May 16, 2017.

Staff Contact

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

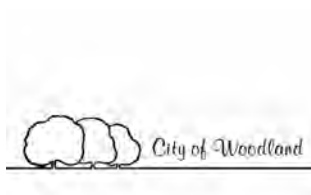
A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachments

City of Woodland

*City Hall
300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Thursday, May 4, 2017

6:00 PM

Council Chambers

City Council

**A M E N D E D
CITY COUNCIL
SPECIAL MEETING
MAY 4, 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

D. COMMUNICATIONS-PUBLIC COMMENT

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

[17-0423](#)

SUBJECT: Long Range Calendar

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

F. MINUTES

A motion was made by Council Member Stallard, seconded by Council Member Rodriguez, that the be accepted. The motion carried by the following vote:

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

1. [17-0424](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of March 21, 2017, April 4, 2017 and April 18, 2017.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted the Joint Regular City Council/Woodland Finance Authority meeting minutes of March 21, 2017, April 4, 2017 and April 18, 2017.

2. [17-0425](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for March 27, 2017

Recommendation for Action: Staff recommends that the City Council receive the March 27, 2017 Parks & Recreation Commission Minutes

that were approved on April 24, 2017.

Received the March 27, 2017 Parks & Recreation Commission Meeting Minutes.

3. [17-0426](#) SUBJECT: Commission on Aging Meeting Minutes for March 16, 2017

Recommendation for Action: Staff recommends that the City Council receive the March 16, 2017 Commission on Aging Minutes that were approved on April 20, 2017.

Received the March 16, 2017 Commission on Aging Meeting Minutes.

4. [17-0427](#) SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meeting of February 2, 2017, March 2, 2017 and March 16, 2017.

Received the Planning Commission Meeting Minutes of February 2, 2017, March 2, 2017 and March 16, 2017.

G. PRESENTATIONS

5. [17-0444](#) SUBJECT: Proclamation Recognizing Digital Minds at the World Robotics Championship

Recommendation for Action: Staff recommends that the City Council recognize students from both of Woodland's high schools who joined together to form the robotics team called "Digital Minds" and for their excellence at the World Robotics Championship held in Houston, Texas.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted a Proclamation recognizing students from both of Woodland's high schools who joined together and formed a robotics team called "Digital Minds" and for their excellence at the World Robotics Championship held in Houston, Texas.

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

H. CONSENT CALENDAR

6. [17-0413](#) SUBJECT: Treasurer's Investment Report Quarter Ending March 31, 2017

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2017.

Accepted the quarterly Treasurer's Investment Report for the quarter ended March 31, 2017.

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

7. [17-0416](#)

SUBJECT: Intent to Levy Assessment: Gibson Ranch Lighting & Landscaping; North Park Lighting & Landscaping; West Wood Lighting & Landscaping; and Streng Pond Maintenance Districts

Recommendation for Action: Staff recommends that the City Council approve eight Resolutions No. ____ through No. ____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Preliminarily Approve the Engineer's Annual Levy Report and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park Lighting and Landscaping Districts, and Streng Pond Maintenance District; and Call for a public hearing on June 20, 2017.

Adopted Resolution No. 6813, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; Resolution No. 6814, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; Resolution No. 6815, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2017/2018; Resolution No. 6816, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2017/2018; Resolution No. 6817, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2017/2018; Resolution No. 6818, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2017/2018; Resolution 6819, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and Resolution No. 6820, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018.

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

8. [17-0420](#)

SUBJECT: Waste Management Request for a Discretionary Adjustment to C&D and Wood Waste Rates

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving Waste Management's request for a discretionary adjustment to C&D debris and wood waste rates.

Adopted Resolution No. 6821, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING WASTE MANAGEMENT'S REQUEST FOR A DISCRETIONARY ADJUSTMENT TO C&D AND WOOD WASTE RATES.

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

9. [17-0455](#)

SUBJECT: SB 231 (Hertzberg) - Definition of Storm Sewer related to Proposition 218

Recommendation for Action: Staff recommends that the Council authorize the City Manager to submit a letter of support for SB 231 (Hertzberg) related to definition of "sewer" for the propose treatment under Proposition 218's requirements for imposing new or increased fees.

Authorized the City Manager to submit a letter of support for SB 231 (Hertzberg) related to definition of "sewer" for the propose treatment under Proposition 218's requirements for imposing new or increased fees.

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

I. REPORTS OF THE CITY MANAGER

10. [17-0417](#)

SUBJECT: Request for Membership in Valley Clean Energy Alliance to Implement a Community Choice Energy Program

Recommendation for Action: Staff recommends that the City Council: (1) adopt Resolution No. _____, requesting membership in the Valley Clean Energy Alliance; and (2) provide direction to staff regarding the additional steps needed for Woodland to join VCEA.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6822, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING MEMBERSHIP IN THE VALLEY CLEAN ENERGY ALLIANCE.

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

11. [17-0428](#)

SUBJECT: Approval of the Measure E Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the updated Measure E Spending Plan.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6823, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE E SPENDING PLAN.

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

12. [17-0381](#)

SUBJECT: Buchignani Field Lease Agreements

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, Authorizing the City Manager to Execute a Field Lease Agreement with the 40th District Agricultural Association of Yolo County, a Sublease Agreement with Woodland Little League; and
- 2) Authorize a budget increase of \$5,000 to pay for water utilities for Fiscal Year 16/17, and \$15,000 each year for FY17/18 and FY18/19.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6824, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIELD LEASE AGREEMENT WITH THE 40TH DISTRICT AGRICULTURAL ASSOCIATION OF YOLO COUNTY, A SUBLEASE AGREEMENT WITH WOODLAND LITTLE LEAGUE, AND A BUDGET INCREASE FOR WATER UTILITIES.

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

13. [17-0447](#)

SUBJECT: Discussion of Biennial Budget Funding Priorities for Voter-Approved Sales Tax Measures - Measure J and Measure F

Recommendation for Action: Informational Item - no specific Council action is required; however, staff is seeking Council feedback on priorities identified for FY2017/18 and FY2018/19 funding allocations for the city's two voter-approved sales tax measures.

No action required - Informational item only - no specific Council action is required; however, staff is seeking Council feedback on priorities identified for FY 2017/18 and FY2018/19 funding allocations for the city's two voter-approved sales tax measures.

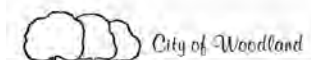
J. ADJOURNED AT 7:33 PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

*City Hall
300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, May 16, 2017

6:00 PM

Council Chambers

City Council

**CITY COUNCIL
CLOSED SESSION
5:45 PM**

A. CALL TO ORDER

B. CLOSED SESSION

**B.1 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to
Government Code Section 54957.6**

**Agency Designated Representatives: City Manager, Human
Resources**

Manager and Public Safety Chief

Employee Organization(s): Woodland Police Officer's Association

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
MAY 16, 2017
6:00 P.M.**

A. CALL TO ORDER

Meeting was called to order at 6:17PM.

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 Police Chief Dan Bellini.

D. COMMUNICATIONS-PUBLIC COMMENT

None

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[17-0470](#)

SUBJECT: Long Range Calendar

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

F. MINUTES[17-0459](#)

SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meeting of August 17, 2016 and September 21, 2016.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members accepted the Historic Preservation Commission Meeting Minutes of August 17, 2016.

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

G. PRESENTATIONS1. [17-0461](#)

SUBJECT: Commission on Aging Annual Report Presentation

Recommendation for Action: Staff recommends that the City Council receive the annual report from the Commission on Aging including a summary of 2016 activities and proposed 2017 activities.

Commissioner on Aging Members Regan Overholt and Don Campbell presented an annual report from the Commission on Aging including a summary of 2016 activities and proposed 2017 activities.

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

2. [17-0456](#)

SUBJECT: Older Americans Month Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring May 2017 as Older Americans Month.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted a proclamation declaring May 2017 as Older Americans Month.

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

3. [17-0452](#)

SUBJECT: Proclamation - Public Works Week - May 21-27, 2017

Recommendation for Action: Staff recommends that the City Council proclaim May 21-27, 2017 as "Public Works Week."

On a motion by Council Member Stallard, seconded by Council Member Fernandez and carried unanimously, Council Members adopted a proclamation declaring May 21-27, 2017 as "Public Works Week."

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

4. [17-0471](#) SUBJECT: OpenGov Budget Transparency Tool

Recommendation for Action: Staff recommends that the City Council receive a presentation from OpenGov. This is an opportunity to demonstrate the new online tool being implemented by the City to improve financial transparency.

This item was re-scheduled to a later date.

H. CONSENT CALENDAR

5. [17-0463](#) SUBJECT: Fire Department Quarterly Status Report for the period of January 2017 - March 2017

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for January 2017 through March 2017.

Accepted the Fire Department Quarterly Status Report for January 2017 through March 2017.

6. [17-0457](#) SUBJECT: Police Department Quarterly Status Report for the period of January 2017- March 2017

Recommendation for Action: Staff recommends that the City Council accept the Police Department Quarterly Status Report for January 2017 through March 2017.

Accepted the Police Department Quarterly Status Report for January 2017 through March 2017.

7. [17-0450](#) SUBJECT: 2016 Water Quality Report

Recommendation for Action: Staff recommends that the City Council receive and review the 2016 Water Quality Report.

Received and reviewed the 2016 Water Quality Report.

8. [17-0464](#) SUBJECT: Award Construction Contract for 2017 Road Maintenance Project, CIP 17-03

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, to award the construction contract in the amount of \$780,993.55 for the base bid plus Alternates A, B, D, E and F to California Pavement Maintenance Company, Inc. for the 2017 Road Maintenance Project, CIP 17-03, authorize a contract contingency up to 15%, and authorize the City Manager to execute the construction contract and change orders; and
2. Approve a consultant services agreement for construction

management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$130,760.00 for the Project and authorize the City Manager to execute the agreement and change orders up to 10%.

Adopted Resolution No. 6825, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2017 ROAD MAINTENANCE PROJECT, CIP 17-03.

9. [17-0468](#)

SUBJECT: Award Construction Contract for 2017 ADA Improvement Project, CIP 17-12

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, appropriating \$10,000 of Measure E funds to the 2017 ADA Improvement Project, CIP 17-12; and
2. Award the construction contract in the amount of \$152,130.00 for the base bid to Lister Construction, Inc. for the Project, authorize a contract contingency up to 10%, and authorize the City Manager to execute the construction contract and change orders; and
3. Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$49,830.00 for the Project and authorize the City Manager to execute the agreement and amendments up to 10%.

Adopted Resolution No. 6826, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING \$10,000 OF MEASURE E FUNDING AND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2017 ADA IMPROVEMENT PROJECT, CIP 17-12.

10. [17-0469](#)

SUBJECT: Approve Modified Scope of Work for CIP #17-15, Sports Park Turf Repairs

Recommendation for Action: Staff recommends that the City Council approve a modified scope of work for CIP 17-15: Sports Park Turf Repairs

Approved a modified scope of work for CIP 17-15: Sports Park Turf Repairs.

11. [17-0458](#)

SUBJECT: Increase the Fiscal Year 2016/2017 Library Trust Fund Budget by \$25,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Library Trust Fund Budget in fund 917 from \$99,012 to \$124,012, a total increase of \$25,000 in support of additional library program costs.

Adopted Resolution No. 6827, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR

2016/2017 LIBRARY TRUST FUND BUDGET.12. [17-0415](#)

SUBJECT: Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts

Recommendation for Action: Staff recommends that the City Council approve and adopt:

- 1) Resolution No. _____, to Initiate Proceedings for the Annual Levy and Collection of Assessments;
- 2) Resolution No. _____, to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments;
- 3) Resolution No. _____, Declaring Intention to Conduct a Public Hearing on June 20, 2017 for the Spring Lake Lighting & Landscaping Districts;
- 4) Resolution No. _____, to Initiate Proceedings for the Annual Levy and Collection of Assessments;
- 5) Resolution No. _____, to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and
- 6) Resolution No. _____, Declaring Intention to Conduct a Public Hearing on June 20, 2017 for the Gateway Lighting & Landscaping Districts.

Adopted Resolution No. 6828, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017/2018 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; Resolution No. 6829, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017/2018; Resolution No. 6830, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; Resolution No. 6831, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017/2018 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; Resolution No. 6832, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2017/2018; and Resolution No. 6833, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND SPRING LAKE

LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972.

13. [17-0453](#) SUBJECT: Second Reading and Adoption of Ordinance No. _____, approving the Amending of Chapter 14C of the Woodland Municipal Code related to Weed Abatement

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Chapter 14C of the Woodland Municipal Code Ordinance regarding weed abatement.

Adopted Ordinance No. 1615, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 14C OF THE WOODLAND MUNICIPAL CODE REGARDING WEED ABATEMENT.

On a motion by Council Member Rodriguez, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 5 through 13.

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

I. PUBLIC HEARINGS

15. [17-0422](#) SUBJECT: PUBLIC HEARING - Certification of the Final Environmental Impact Report and Adoption of the 2035 General Plan and 2035 Climate Action Plan

Recommendation for Action: Staff recommends that the City Council

1. Receive a staff report; and
2. Conduct the continued public hearing; and
3. Adopt the attached Resolution No. _____, certifying the Final Environmental Impact Report (SCH#2013032015) for the 2035 General Plan and 2035 Climate Action Plan, adopting Findings of Fact and a Statement of Overriding Considerations (Attachment A); and
4. Adopt the attached Resolution No. _____, adopting the final 2035 General Plan (Attachment B); and
5. Adopt the attached Resolution No. _____, adopting the final 2035 Climate Action Plan (Attachment C).

Meeting went into Recess

Meeting Reconvened

On a motion by Council Member Rodriguez, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6835, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING ENVIRONMENTAL FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS, AND ERRATA FOR THE CITY OF WOODLAND 2035 GENERAL PLAN AND 2035 CLIMATE ACTION PLAN.

Council Members took a 10-minute recess to celebrate the adoption of the General Plan.

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

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried on a 4-1 vote, Council Members adopted Resolution No. 6836, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE 2035 GENERAL PLAN.

Ayes: 4 - Mayor Barajas, Council Member Davies, Council Member Rodriguez and Council Member Stallard

Noes: 1 - Mayor Pro Tem Fernandez

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6837, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE 2035 CLIMATE ACTION PLAN.

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

14. [17-0449](#)

SUBJECT: PUBLIC HEARING - Authorization for the City of Woodland to join the Yolo Subbasin Groundwater Agency and Execute the Joint Exercise of Powers Agreement

Recommended Action: Staff recommends that the City Council:

- 1) Hold a Public Hearing on the formation of the Yolo Subbasin Groundwater Agency; and
- 2) Adopt Resolution No. _____, authorizing the execution by the Mayor of a Joint Exercise of Powers Agreement (JPA) creating the Yolo Subbasin Groundwater Agency; and
- 3) Direct the City Manager to take all action appropriate and necessary to implement the terms and conditions of the JPA Agreement.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6834, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE YOLO SUBBASIN GROUNDWATER AGENCY.

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

J. REPORTS OF THE CITY MANAGER

16. [17-0421](#)

SUBJECT: Approve Consultant Agreement for Professional Services to Prepare Interim Zoning Ordinance to Ensure Compliance with the 2035 General Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a contract agreement with Dyett and Bhatia in the amount of \$25,820 and authorize a contingency of up to (20%) \$5,164 for the preparation of a Phase I interim Zoning Ordinance update, and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6838, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR DYETT AND BHATIA, URBAN AND REGIONAL PLANNERS TO PREPARE AN INTERIM ZONING ORDINANCE UPDATE PROJECT, CIP # 07-07.

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

17. [17-0466](#)

SUBJECT: First Reading of Ordinance Authorizing Implementation of a Community Choice Energy Program, and Approval of the City of Woodland's Joining the Valley Clean Energy Alliance Joint Powers Agency (VCEA JPA) and Authorizing the Mayor to Execute the VCEA JPA Agreement

Recommendation for Action: Staff recommends that the City Council:

1. Introduce by title only, waive first reading, and receive public comment regarding the proposed ordinance authorizing the implementation of a Community Choice Energy (CCE) program for all electricity customers in Woodland by and through participation in Valley Clean Energy Alliance (VCEA) after the VCEA Board has approved Woodland's membership in the VCEA joint powers agency (JPA); and
2. Adopt the attached resolution to approve the terms of membership in the VCEA JPA, created by the City of Davis and Yolo County for the purpose of operating a CCE program in Yolo County; and
3. Authorize the mayor to execute on behalf of the City the JPA agreement and any other necessary documents to participate as a member of VCEA upon the VCEA Board's approval of Woodland as a member agency; and
4. Appoint two City Council members to serve as the City's representatives on the VCEA Board; and
5. Designate a staff lead for CCE and direct staff to continue to conduct public outreach in coordination with VCEA, the City of Davis, and Yolo County and to support VCEA implementation and program launch until such time that the new agency has hired staff and transitioned to an operational, independent agency.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members approved the appointment of Council Member Davies as an alternate.

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

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members introduced by title only and waived first reading of an ordinance authorizing the implementation of a Community Choice Energy (CCE) program for all electricity customers in Woodland by and through participation in Valley Clean Energy Alliance (VCEA) after the VCEA Board has approved Woodland's membership in the VCEA joint powers agency (JPA); and adopted Resolution No. 6842, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE TERMS OF MEMBERSHIP TO THE VALLEY CLEAN ENERGY ALLIANCE ("VCEA") JOINT POWERS AGENCY, AUTHORIZING THE MAYOR TO EXECUTE THE VCEA JOINT EXERCISE OF POWERS AGREEMENT ON BEHALF OF THE CITY OF WOODLAND, AND APPOINTING TWO MEMBERS OF THE CITY COUNCIL TO SERVE AS THE CITY'S DIRECTORS ON THE VCEA BOARD.

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

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members authorized the mayor to execute on behalf of the City the JPA agreement and any other necessary documents to participate as a member of VCEA upon the VCEA Board's approval of Woodland as a member agency; and appointed Mayor Barajas and Council Member Stallard as the Primary City Council members to serve as the City's representatives on the VCEA Board; and designated Roberta Childers as the staff lead for CCE and directed staff to continue to conduct public outreach in coordination with VCEA, the City of Davis, and Yolo County and to support VCEA implementation and program launch until such time that the new agency has hired staff and transitioned to an operational, independent agency.

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

18. [17-0363](#)

SUBJECT: Transfer of Well 13 to Yolo County Flood Control and Water Conservation District and City Well status update

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Well Transfer Agreement and Bill of Sale for the transfer of ownership of City Well #13 to the Yolo County Flood Control and Water Conservation District (District).

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6839, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE TRANSFER OF WELL #13 TO THE YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.

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

19. [17-0465](#)

SUBJECT: Establishment of the Yolo County Tourism Business

Improvement District

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, granting consent to the County of Yolo to establish the Yolo County Tourism Business Improvement District (YCTBID) and include the City of Woodland in the YCTBID; and
2. Adopt Resolution No. _____, authorizing the continued collection and expenditure of the 2016-17 Woodland Visitor Attraction District assessment funds and amendment to the Woodland Visitor Attraction District Administration Agreement with the Yolo County Visitors Bureau / Visit Yolo.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6840, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF YOLO TO ESTABLISH THE YOLO COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT and Resolution No. 6841, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CONTINUATION OF THE COLLECTION AND EXPENDITURE OF THE REMAINING 2016-17 WOODLAND VISITOR ATTRACTION DISTRICT FUNDS AND AMENDMENTS TO THE ADMINISTRATIVE AGREEMENT WITH THE YOLO COUNTY VISITORS BUREAU TO ALLOW TRANSITION TO THE YOLO COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT.

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

20. [17-0476](#)

SUBJECT: Continued Discussion of Biennial Budget Funding Priorities for Voter-Approved Sales Tax Measures - Measure F

Recommendation for Action: Informational Item - no specific Council action is required; however, staff is seeking Council feedback on priorities identified for FY2017/18 and FY2018/19 funding allocations for the city's voter-approved sales tax measures.

Informational Item only. No Council action required.

K. ADJOURNED AT 8:55 PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk



Legislation Text

3.

File #: 17-0477, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Formally Approve Interfund Loan Agreements

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Formally Approving the Interfund Loan Agreements.

Staff Contact

Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

There is no fiscal impact associated with the approval of this item.

Background

Interfund loans involve the lending of cash from one City fund to another for a specific purpose with a requirement for repayment. The practice of interfund loans is a recognized and necessary aspect of municipal finance. Such loans constitute the allocation of resources between individual funds for working capital purposes.

The City's external financial auditor (Davis Farr LLP) recommended the City Council officially approve the City's interfund loans and the City document the terms of the interfund loans.

Discussion

Current City interfund loans have been approved in previous fiscal years as part of the budget process, but were never formally documented with loan agreements or City Council's approval by resolution. The City's external auditors recommended the City Council officially approve the City's interfund loans per their Finding 2016-004 that stated: "The interfund loans recorded in the financial statements are not supported by official loan documentation, terms of repayment, or proof of approval by City Council."

The attached interfund loan agreements officially document the terms of the City's interfund loans. With the City Council's formal approval of the attached resolution, the City will be able to satisfy the City auditor's recommendation.

The following is a summary of the existing City interfund loans:

Lending Fund	Borrowing Fund	Maximum Loan Amount	Repayments	Current Balance
Measure "E"	Parks & Recreation	\$ 20,000,000	\$ 477,157	\$ 8,179,597
Recycling	Const-Demo Debris Recycle	\$ 68,000	\$ -	\$ 68,000
Sewer	Sewer Development	\$ 15,000,000	\$ -	\$ 12,075,642
Spring Lake Capital	Fire Suppression District	\$ 2,000,000	\$ 1,063,413	\$ 869,441
Water	Capital Projects	\$ 2,200,000	\$ -	\$ 2,116,358

Measure E/Park Development - In 2005 and 2007 the City issued bonds to pay for construction of the Community & Senior Center and for the Sports Park complex. The source of repayment for these bonds were expected to be the revenues generated from Park Impact Fees (collected with building permits issued for residential construction). However, the slow down in the housing market, combined with the reduction of impact fees, resulted in an annual shortfall of revenues necessary to make debt service payments. In 2010 the Council authorized the use of up to \$2 million per year from Measure E funds to assist with payment of the debt service obligations; this annual maximum continues for the life of Measure E (through FY2018/19). The actual amount of the loan in each fiscal year will be determined based on the shortfall of revenues in the Park Development fund, and while no specific repayment period is known, loan repayments will commence when the Park Development fund is able to generate any revenue in excess of expenditures. Although the maximum allowable amount is noted at \$20m (\$2 million per year for ten years), the actual loan amount is expected to be approximately \$12 million.

Solid Waste Recycling/Construction & Demolition Debris - During FY2006/07, the City began a Construction and Demolition (C&D) Debris recycling program required by the State. In order to have cash to fund start up and administrative costs associated with the program, the Solid Waste Recycling fund advanced \$68,000 to this new fund. Although Council authorized the transfer, no formal agreement has existed. The C&D program has taken several years to stabilize and cover its own operating costs, and as excess revenues are available, the Recycling fund will be repaid.

Sewer Enterprise/Sewer Development - In 2002 and 2005 the City issued bonds to pay for the expansion of the Water Pollution Control Facility (WPCF) and for installation of flood protection measures and implementation of tertiary treatment. The primary source of repayment was expected to be revenues generated from development impact fees collected from new construction. However, the slow down in the housing market, combined with the reduction of impact fees, resulted in an annual shortfall of revenues necessary to make debt service payments; the Sewer Enterprise Fund loaned money to the Development Fund to cover the annual shortfall. In 2014 the bonds were refunded and the primary source of repayment became the Sewer Enterprise fund, though responsibility for repayment of debt attributable to new development continues to be the impact fee funds. As revenues are generated from impact fees, they will be contributed to the Sewer Enterprise fund to assist with ongoing debt payments and eventually to pay down the loan.

Spring Lake Capita/Fire Suppression District - Included with the adoption of the Spring Lake Specific Plan and related fees is a one-time Fire Suppression Fee that was intended to contribute toward the operating costs of

a fourth fire engine company responsible for fire response in the new area. Prior to development occurring, the ongoing operating costs for this engine company were charged to a separate fund and the one time revenues were not sufficient to cover the operations. In 2007, the ongoing operations of the engine company were absorbed in the General Fund, but the deficit remained in the Fire Suppression Fund. The Spring Lake Fund loaned money to cover the deficit. Fees continue to be collected as final maps are approved in Spring Lake, and as those fees are collected payments are made on the loan. This loan is expected to be paid off within the next few years, dependent upon continued development in Spring Lake.

Water Enterprise/City Capital Projects - In order to purchase the Municipal Services Center (MSC) the city borrowed internally from the Water Enterprise Fund to cover the purchase price. The City Council approved this borrowing in 1987 and the actual loan was made upon purchase of the MSC. The source of repayment was intended to be the proceeds received from the sale of surplus property (Sutter Street and Fifth Street Yards). Interest has been accruing on this loan over the years at a rate of 5% per year. Staff is recommending a change to the terms to tie the annual interest accrual to the current LAIF rate to better reflect the actual interest that could have been earned on those internally borrowed funds.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, Formally Approving the Interfund Loan Agreements.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer



Paul Navazio, City Manager

Attachments: Interfund Loan Resolution
Interfund Loan Agreement Measure E (Fund 506) to Parks & Recreation (Fund 540)
Interfund Loan Agreement Recycling (Fund 250) to Const-Demo Debris Recycle (Fund 252)
Interfund Loan Agreement Sewer (Fund 220) to Sewer Development (Fund 585)
Interfund Loan Agreement Spring Lake Capital (Fund 594) to Fire Suppression District (Fund 359)
Interfund Loan Agreement Water (Fund 210) to Capital Projects (Fund 501)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, FORMALLY APPROVE THE INTERFUND LOAN AGREEMENTS**

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, An Interfund Loan Agreement (Measure E Fund 506 to Parks & Recreation Fund 540) outlines the terms at an amount not to exceed Twenty Million Dollars (\$20,000,000) to be repaid with development impact fees from the parks and recreation fund; and

WHEREAS, An Interfund Loan Agreement (Recycling Fund 250 to Const-Demo Debris Recycle Fund 252) outlines the terms at an amount not to exceed Sixty-Eight Thousand Dollars (\$68,000) to be repaid with administrative fees and recycling charges; and

WHEREAS, An Interfund Loan Agreement (Sewer Fund 220 to Sewer Development Fund 585) outlines the terms at an amount not to exceed Fifteen Million Dollars (\$15,000,000) to be repaid with development impact fees from the sewer enterprise fund; and

WHEREAS, An Interfund Loan Agreement (Spring Lake Capital Fund 594 to Fire Suppression District Fund 359) outlines the terms at an amount not to exceed Two Million Dollars (\$2,000,000) to be repaid with future fees generated by development in Spring Lake; and

WHEREAS, An Interfund Loan Agreement (Water Fund 210 to Capital Projects Fund 501) outlines the terms at an amount not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000) to be repaid with future sale proceeds of surplus land; and

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

Section 1. Recitals. The Council hereby specifically finds and declares that each of the statements, findings and determinations of the City as set forth above are true and correct.

Section 2. Authorization of Inter-Fund Loan. The City Council hereby authorizes the following Inter-Fund loans in accordance with the terms listed on their respective loan agreement:

- Measure E Fund 506 to Parks & Recreation Fund 540

RESOLUTION NO. _____

- Recycling Fund 250 to Const-Demo Debris Recycle Fund 252
- Sewer Fund 220 to Sewer Development Fund 585
- Spring Lake Capital Fund 594 to Fire Suppression District Fund 359
- Water Fund 210 to Capital Projects Fund 501

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2017.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Angel Barajas, Mayor
City of Woodland

Ana Gonzalez, City Clerk
City of Woodland

**CITY OF WOODLAND
INTERFUND LOAN AGREEMENT**

Date of Loan Authorization: Fiscal Year 2010 Maximum Loan Amount: \$ 20,000,000

Advance From: Measure "E" 506-1305
(Lender) Name of Fund Fund/Account Number

Advance To: Parks & Recreation DVL 540-2305
(Borrower) Name of Fund Fund/Account Number

Purpose: To cover Lease Refunding Bonds debt service payments when
development impact fee revenues fall short of debt service requirements.

Interest Rate: N/a Per N/a

Repayment Terms: Development impact fees collected in excess of expenditures
at fiscal year end will be used to repay the Measure E fund advances.

Amortization Schedule Attached: No

Finance Officer: _____
Signature Date

City Manager _____
Signature Date

Date of City Council Approval, if required: _____

**CITY OF WOODLAND
INTERFUND LOAN AGREEMENT**

Date of Loan Authorization: Fiscal Year 2008 Maximum Loan Amount: \$ 68,000

Advance From: Recycling 250
(Lender) Name of Fund Fund/Account Number

Advance To: Const-Demo Debris Recycle 252
(Borrower) Name of Fund Fund/Account Number

Purpose: To cover start-up costs related to implementation and revision of a citywide
waste reduction program.

Interest Rate: N/a Per N/a

Repayment Terms: The advance will be repaid out of administrative fees and recycling charges
paid by development companies.

Amortization Schedule Attached: No

Finance Officer: _____
Signature Date

City Manager _____
Signature Date

Date of City Council Approval, if required: _____

**CITY OF WOODLAND
INTERFUND LOAN AGREEMENT**

Date of Loan Authorization: Fiscal Year 2009 Maximum Loan Amount: \$ 15,000,000

Advance From: Sewer Enterprise Fund 220-1305
(Lender) Name of Fund Fund/Account Number

Advance To: Sewer Development Fund 585-2305
(Borrower) Name of Fund Fund/Account Number

Purpose: To cover debt service payments when development impact fee revenues
fall short of debt service requirements.

Interest Rate: N/a Per N/a

Repayment Terms: Development impact fees collected in excess of expenditures
at fiscal year end will be used to repay the Sewer Enterprise Fund.

Amortization Schedule Attached: No

Finance Officer: _____
Signature Date

City Manager _____
Signature Date

Date of City Council Approval, if required: _____

**CITY OF WOODLAND
INTERFUND LOAN AGREEMENT**

Date of Loan Authorization: Fiscal Year 2010 Maximum Loan Amount: \$ 2,000,000

Advance From: Spring Lake Capital 594-1305
(Lender) Name of Fund Fund/Account Number

Advance To: Fire Suppression District 359-2305
(Borrower) Name of Fund Fund/Account Number

Purpose: To cover costs establishing the 4th Fire Engine Company from FY 2001 - 2006

Interest Rate: N/a Per N/a

Repayment Terms: Future fees generated by development in Spring Lake will be used to
repay the Spring Lake Capital Fund.

Amortization Schedule Attached: No

Finance Officer: _____
Signature Date

City Manager _____
Signature Date

Date of City Council Approval, if required: _____

**CITY OF WOODLAND
INTERFUND LOAN AGREEMENT**

Date of Loan Authorization: Fiscal Year 1988 Maximum Loan Amount: \$ 2,200,000

Advance From: Water Enterprise Fund 210
(Lender) Name of Fund Fund/Account Number

Advance To: Capital Projects 501
(Borrower) Name of Fund Fund/Account Number

Purpose: Buyout the lease of the Municipal Services Center, and for
certain site improvements.

Interest Rate: Variable and tied to LAIF Per Year

Repayment Terms: The future sale proceeds of surplus land will be used to repay the Water
Enterprise Fund.

Amortization Schedule Attached: No

Finance Officer: _____
Signature Date

City Manager _____
Signature Date

Date of City Council Approval, if required: _____



Legislation Text

4.

File #: 17-0480, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Approve Plans & Specifications, and Authorize Bid Advertisement for WPCF Clarifier Coating System Project, CIP #14-02

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the WPCF Clarifier Coating System Project, CIP #14-02.

Staff Contact

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

Fiscal Impact

The Water Pollution Control Facility (WPCF) has numerous assets that allow the facility to work as designed. The coatings of the secondary clarifiers are one of the assets that need to be evaluated every few years to assess their condition due to the corrosive nature of the facility environment. The overall project budget for asset replacement/repair is \$3,288,119 as identified in the FY 2017 budget.

Since CIP #14-02 encompasses multiple projects, City staff intends to come back to Council at bid award to move secondary clarifier related coatings work construction costs to a new project number to allow better tracking of costs. The engineers estimate of construction cost for this project is \$200,000.

Background

The WPCF has four (4) secondary clarifiers. Secondary clarifiers No. 1 and No. 2 were constructed in 1988 and are 95 feet in diameter. Secondary clarifiers No. 3 and No. 4 are 135 feet in diameter and were constructed in 1998 and 2006, respectively. City staff recoated secondary clarifier no. 3 last year. The recoating effort took one and a half years. City staff visually observed coating damage on the remaining clarifier bridges and skimmers (portions of the clarifier that are above the water line) and noted that outside assistance would be needed to minimize the worsening of the coating conditions. Some locations may need steel replacement due to the severity of the corrosion.

Discussion

The City consulted with a coatings specialty consultant, V&A, who performed visual and field testing of the existing condition of the steel and coating systems of Secondary clarifier no. 1, 2, and 4. The City worked with V&A to put together the plans and specs for the coatings project. As mentioned previously, the coatings of

secondary clarifier no. 3 were completed last year. The recoating effort generally involves sandblasting the existing corrosion and coating system and recoating the clarifiers. The coating system is expected to last approximately 15 years. The existing coating system has been in place for 19 years.

The project schedule shows bidding the project in June with project award scheduled for July and coatings work commencing in September 2017.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the WPCF Clarifier Coating System Project, CIP #14-02.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Ken Hiatt, Assistant City Manager/Community Development Director



Paul Navazio, City Manager

Attachment: A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID
ADVERTISEMENT FOR THE WPCF CLARIFIER COATING SYSTEM PROJECT,
CIP #14-02**

WHEREAS, the City of Woodland wishes to approve the plans and specifications for the WPCF Clarifier Coating System Project; and

WHEREAS, the City Council wishes to authorize bid advertisement for the WPCF Clarifier Coating System Project.

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 and authorizes bid advertisement for the WPCF Clarifier Coating System Project, CIP #14-02.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

5.

File #: 17-0482, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Contract Amendment - FY2016/17 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract amendment to the FY 2016/17 annual cyclical tree pruning and maintenance service contract with West Coast Arborist in the amount of \$36,000, for a contract total not-to-exceed \$215,000.

Staff Contact

Alex Halcon, Management Analyst, 661-5885, alex.halcon@cityofwoodland.org

Fiscal Impact

This contract amendment would result in a contract increase of \$36,000 (from \$179,000 to \$215,000). The additional \$36,000 will come from the council approved FY 16/17 GF and lighting and landscape districts budgets.

Background

Cyclical pruning is a vital part of urban forestry care and must be done by qualified professionals who are well versed in approved pruning techniques. Cyclical pruning is a standard maintenance procedure which is performed by most agencies across the country in an effort to promote a healthy urban forest and mitigate potential liability. Over the years our cyclical pruning has lagged due to extensive budget cuts to this program. This has caused our urban forest cyclical pruning program to fall several years behind in our seven year pruning cycle.

On August 23, 2016 the City Council authorized a contact with West Coast Arborist in the amount not-to-exceed \$179,000 for cyclical pruning, hazard, and tree removal services. It should be noted that West Coast Arborist services are generally focused on maintenance strips (and not city parks).

Discussion

Staff is requesting approval of an amendment to the service agreement with West Coast Arborist utilizing already approved budget funds, to provide tree maintenance services in the following city parks that were not included in the original contract:

- Ferns Park - To raise the height of the trees to help address homeless issues in the park

- Streng Pond - The trees at this location are not included in the cyclical pruning schedule and are in need of pruning to ensure the health and vigor of the trees
- Klenhard Park - To remove any dead or diseased trees and prune remaining trees
- Pioneer Park - To remove any dead or diseased trees and prune remaining trees
- Roddy Park - Removal of trees along sound wall causing damage

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract amendment to the FY 2016/17 annual cyclical tree pruning and maintenance service contract with West Coast Arborist in the amount of \$36,000, for a contract total not-to-exceed \$215,000.

Prepared by: Alex Halcon
Management Analyst

Reviewed by: Christine Engel
Community Service Department Director



Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE
FY2016/17 CONTRACT WITH WEST COAST ARBORISTS IN THE AMOUNT OF
THIRTY SIX THOUSAND DOLLARS**

WHEREAS, the City performs annual cyclical pruning and tree maintenance on our urban forest to promote public safety and tree health; and

WHEREAS, West Coast Arborist; a tree maintenance company, provides municipal tree maintenance service to the Cities of Woodland, Roseville, Elk Grove, West Sacramento, Davis and Sacramento; and

WHEREAS, the proposed contract amendment results in a total annual cost of two hundred fifteen thousand dollars for tree maintenance services provided to the City of Woodland; and

WHEREAS, “piggy-backing” on the City of Sacramento’s competitively bid tree maintenance contract would benefit the City by economy of scale pricing; and

WHEREAS, funding in support of this contract is provided in the FY2016/17 annual budget previously approved by the Council.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute the contract amendment to the FY2016/17 contract with West Coast Arborists in the amount of thirty six thousand dollars

PASSED AND ADOPTED by the City Council this 6th day of June, 2017, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



Legislation Text

6.

File #: 17-0483, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Approval of Funding Increase for Fiscal Year 2016/17 Community Development Block Grant Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a funding increase of \$1,875 for the Yolo Family Service Agency's FY 2016/17 Meeting Room Conversion project.

Staff Contact

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

Fiscal Impact

The \$1,875 in Community Development Block Grant (CDBG) funds will be provided from funds remaining from previously funded and completed CDBG projects and a CDBG project that was canceled. The funds are included in the existing FY 2016/17 CDBG budget appropriation.

Background

The City awarded \$7,500 in FY 2016/17 CDBG funds for the Yolo Family Service Agency's (YFSA) Meeting Room Conversion project.

Discussion

The Meeting Room Conversion will allow YFSA to convert a current meeting/conference room into three separate private therapy rooms. YFSA provides preventive mental health services to low income children, youth, families, couples, and individuals. The additional therapy rooms will help YFSA meet the needs of its increasing client base. With a funding increase of \$1,875, YFSA's total CDBG allocation will be \$9,375. The construction bid for the project came in at \$10,260 and YFSA will be responsible for covering the difference between the bid and the allocated CDBG funds.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving a funding increase of \$1,875 for Yolo Family Service Agency's FY 2016/17 Meeting Room Conversion project.

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
APPROVING AN \$1,875 FUNDING INCREASE FOR THE YOLO FAMILY SERVICE
AGENCY'S MEETING ROOM CONVERSION PROJECT FUNDED THROUGH THE FISCAL
YEAR 2016/17 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the Yolo Family Service Agency (Meeting Room Conversation Project) received a Community Development Block Grant (CDBG) funding allocation through Woodland's FY 2016/17 Action Plan;

WHEREAS, additional funds are needed for the Yolo Family Service Agency's project since the construction bid exceeded the initial CDBG funding allocation of \$7,500;

WHEREAS, the proposed CDBG funding increase will not trigger an amendment to Woodland's FY 2016/17 Annual Action Plan since the amount will not exceed the original CDBG funding allocation by more than 25 percent.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve an \$1,875 funding increase for the Yolo Family Service Agency's FY 2016/17 Community Development Block Grant Meeting Room Conversion project.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Legislation Text

7.

File #: 17-0484, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Approval of Subrecipient with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Competition

Recommendation for Action: 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 \$149,855 and authorize 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, \$9,450, 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.

Discussion

In 2016, the City applied for four separate CoC grants and received three grant awards. HUD last month issued a grant agreements/scope of work for the Reallocation project. The grant awarded the City will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by 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 \$149,855 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

A handwritten signature in dark ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

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 \$149,855 (Reallocation 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 on this 6th day of June, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana 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
(Reallocation 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 the 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 One Hundred Forty-Nine Thousand, Eight Hundred Fifty-Five Dollars (\$149,855) (less administrative costs of \$9,450 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 One Hundred Forty-Nine Thousand, Eight Hundred Fifty-Five Dollars (\$149,855) 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 February 1, 2017 and shall terminate on January 31, 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 from 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 WOODLAND. 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 Attorneys' 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 (3rd) 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 or 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 public 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 One Hundred Forty-Nine Thousand, Eight Hundred Fifty-Five Dollars (\$149,855), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars (\$9,450) 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 (Reallocation 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 One Hundred Forty-Nine Thousand, Eight Hundred Fifty-Five Dollars (\$149,855) less City administrative costs of (\$9,450) 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 SUBRECIPIENT 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 final 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 February 1, 2017 and terminating on January 31, 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	58,514		
2. Supportive Services*	38,400		
3. Operations**	43,491		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	140,405		
6. Administration	9,450		
7. Total CoC Request (total lines 5 and 6)	149,855		

* 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.

Legislation Text

8.

File #: 17-0486, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Second Reading and Adoption of an Ordinance Amending the Woodland Municipal Code to Add Chapter 7A, Entitled “Community Choice Aggregation (Electricity)”

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, authorizing the implementation of a Community Choice Energy program - also called Community Choice Aggregation - through the Valley Clean Energy Alliance (VCEA) Joint Powers Authority (JPA).

Staff Contact

Roberta Childers, Environmental Sustainability Manager
(530) 661-2060, roberta.childers@cityofwoodland.org

Council Goal

Sustainability - This ordinance will support the City’s 2035 Climate Action Plan through a project that reduces non-renewable energy demand and increases renewable energy supply.

Fiscal Impact

To participate in VCEA, the City will need to invest \$500,000 from General Fund reserves toward program start-up funds, as the City of Davis and Yolo County have each done. Section 5.3.2 of the VCEA JPA agreement specifies that the initial start-up funds provided by the VCEA member agencies will be reimbursed from the payment of charges for electric services by VCEA customers. The VCEA working assumption is that reimbursement of the start-up funds will occur within 1-3 years of the CCE operation date.

Background

On May 16, the City Council introduced the proposed Ordinance by title only, waived the first reading, and solicited public comment regarding the proposed Ordinance. There were no public comments.

Discussion

The purpose of this Ordinance is to authorize the implementation of a Community Choice Energy (CCE) program - also called Community Choice Aggregation - through the VCEA JPA, as required by California Public Utilities Code section 366.2(c)(12).

CCE 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, such as PG&E.

The May 16 staff report provides background information on CCE, the VCEA JPA, and issues involved in the City Council's consideration of VCEA JPA membership.

Conclusion

Staff recommends that the City Council adopt Ordinance No. _____, authorizing the implementation of a CCE program through the VCEA JPA.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: Ordinance Amending the Woodland Municipal Code to Add Chapter 7A, Entitled "Community Choice Aggregation (Electricity)"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE WOODLAND MUNICIPAL CODE TO ADD CHAPTER 7A, ENTITLED “COMMUNITY CHOICE AGGREGATION (ELECTRICITY)” AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

BE IT ORDAINED by the City Council of the City of Woodland as follows:

Section 1. Purpose

The purpose of this Ordinance is to authorize the implementation of a community choice aggregation program through the Valley Clean Energy Alliance Joint Powers Authority, as required by California Public Utilities Code section 366.2(c)(12).

Section 2. Amendment to the Municipal Code Chapter 7A is hereby added to the Municipal Code to read as follows:

Chapter 7A. - Community Choice Aggregation (Electricity)

Article 1. - Authorization to Implement a Community Choice Aggregation Program.

Section 7A-1-1. - Authorization: In order to provide businesses and residents within the City with a choice of power providers, the City hereby elects to implement a community choice aggregation program within the jurisdiction of the City by participating in the Community Choice Aggregation Program of the Valley Clean Energy Alliance, as described in its Joint Powers Agreement.

SECTION 3. Severability

If any section, sub-section, sentence, clause, or phrase of this Ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, sub-section, sentence, clause, and phrase hereof, irrespective of the fact that one or more sections, sub-sections, sentences, clauses, and phrases be declared invalid.

SECTION 4. Effective Date

This Ordinance shall take effect and be in force thirty (30) days following its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland, California, at its regular meeting held on the _____ day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, CMC
City Clerk

Kara K. Ueda
City Attorney

Legislation Text

9.

File #: 17-0489, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Appointment of Members to the Valley Clean Energy Alliance Advisory Committee

Recommendation for Action: Staff recommends that the City Council:

- (1) Adopt Resolution No. _____ establishing the process for appointing members to the Valley Clean Energy Alliance (VCEA) Advisory Committee; and
- (2) Appoint Tom Flynn, Christine Shewmaker, and Mark Aulman to represent Woodland on the committee, subject to the approval of the VCEA Board of Directors.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
(530) 661-2060, roberta.childers@cityofwoodland.org

Council Goal

Sustainability - Implements the City's 2035 Climate Action Plan by supporting projects and programs that reduce non-renewable energy demand and increase renewable energy supply.

Fiscal Impact

This action has no fiscal impact.

Background

On May 4, 2017, the City Council requested membership in the VCEA Joint Powers Authority to implement a Community Choice Energy (CCE) program with the City of Davis and Yolo County. On May 16, 2017, the City Council took several actions to join VCEA pending the VCEA Board's approval of Woodland's membership request, which included accepting the terms of membership. The membership requirements include appointing community members to serve on the VCEA Advisory Committee.

Discussion

The VCEA Advisory Committee consists of three members from each jurisdiction participating in the VCEA program and was formed by the VCEA Board of Directors in December 2016 with the following purpose:

- Advise on VCEA's general policy and operational objectives, including portfolio mix and rate setting.
- Assist VCEA staff with community outreach to and liaison with member communities.
- Provide a forum for community discussions on energy related issues and a wide variety of strategies to reduce carbon emissions.
- Assist VCEA staff with monitoring legislative and regulatory activities related to CCEs.

The attached resolution establishes the appointment process.

Staff and the City Council CCE Sub-committee members, Mayor Barajas and Council Member Stallard, recommend the appointment of Tom Flynn, Christine Shewmaker, and Mark Aulman as Woodland's representatives to the VCEA Advisory Committee, to serve at the pleasure of the City Council. Each served on Woodland's CCE Technical Advisory Committee, with Mr. Flynn as Chairperson and Dr. Shewmaker as Vice Chairperson. Mr. Flynn and Dr. Shewmaker are currently ex officio members of the VCEA Advisory Committee, and all three have closely followed the formation and progress of the VCEA joint powers authority and general CCE policy developments.

Tom Flynn is a Senior Electrical Engineer with the California Energy Commission. He has nearly 30 years of experience in California electricity policy, including positions with the California Independent System Operator, California Public Utilities Commission, California Power Authority, Southern California Edison, and others.

Christine Shewmaker is retired from a career of more than 30 years in plant biology/plant molecular biology and is a community activist on climate change issues.

Mark Aulman is a retired marketing communications consultant, Chair of the Woodland Historical Preservation Commission, President of Woodland Kiwanis, Secretary of Woodland Tree Foundation, and a community participant in City Council Sustainability Committee.

Conclusion

Staff recommends that the City Council:

1. Adopt Resolution No. _____ establishing the process for appointing members to the Valley Clean Energy Alliance (VCEA) Advisory Committee; and
2. Appoint Tom Flynn, Christine Shewmaker, and Mark Aulman to represent Woodland on the committee, subject to the approval of the VCEA Board of Directors.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director



Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DEFINING THE PROCESS FOR APPOINTMENT OF MEMBERS TO THE
VALLEY CLEAN ENERGY ALLIANCE (ADVISORY COMMITTEE)**

WHEREAS, the City Council, by Resolution 6842 on May 16, 2017, approved the execution of the Valley Clean Energy Alliance (“VCEA”) Joint Exercise of Powers Agreement and accepted the terms of VCEA membership, including the appointment of community members to the VCEA Advisory Committee; and

WHEREAS, the VCEA Board of Directors in December 2016 formed the VCEA Advisory Committee to consist of three (3) members from each jurisdiction participating in the VCEA program, with the following purpose:

- Advise on VCEA’s general policy and operational objectives, including portfolio mix and rate setting,
- Assist VCEA staff with community outreach to and liaison with member communities,
- Provide a forum for community discussions on energy related issues and a wide variety of strategies to reduce carbon emissions,
- Assist VCEA staff with monitoring legislative and regulatory activities related to CCEs; and

WHEREAS, the VCEA Board may in the future adjust the purpose, scope, and composition of the VCEA Advisory Committee at its discretion; and

WHEREAS, the City Council wishes to establish a process for Woodland’s appointments to the VCEA Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby establishes that community members will be recommended for appointment to the VCEA Advisory Committee by the City of Woodland’s representatives on the VCEA Board of Directors and will be appointed by a vote of the City Council to serve on the VCEA Advisory Committee for an indefinite term and at the pleasure of the City Council unless and until an alternative appointment method is established by the VCEA Board of Directors or the City Council.

PASSED AND ADOPTED by the City Council this 6th day of June 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



Legislation Text

10.

File #: 17-0495, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017
SUBJECT: COPS Hiring Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and Police Department to submit an application for the 2017 COPS Hiring Program (CHP).

Staff Contact

Derrek Kaff, Acting Police Chief, derrek.kaff@cityofwoodland.org

Fiscal Impact

The CHP grant will provide up to \$125,000 per officer position for a 36-month grant period. All agencies' requests will be capped at no more than 5 percent of their actual sworn force strength as reported on the date of application. The Department plans to apply for three sworn officer positions.

At the conclusion of the 36 months of federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months. The retained CHP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant to meet the non-supplanting requirement of the grant. Applicants are required to affirm in their CHP grant application that their agency plans to retain any additional officer positions awarded following the expiration of the grant and identify their planned source(s) of retention funding. The table below provides an estimate of the yearly match required of the City. The cost for the 4th year that would be the full responsibility of the City is estimated at \$449,989.

Fiscal Year	FY18	FY19	FY20	FY21*
# Officers	3	3	3	3
# Months	6	12	12	12
Personnel Cost**	\$ 189,617.94	\$ 398,197.07	\$ 418,107.32	\$ 439,012.51
Grant Share	\$ 62,500.00	\$ 125,000.00	\$ 125,000.00	\$ 62,500.00
City Share	\$ 127,117.94	\$ 273,197.07	\$ 293,107.32	\$ 376,512.51
*Grant reimbursements will end December 2020.				
**Personnel costs are pending COLA increases with ongoing contract negotiations.				

Background

The 2017 COPS Hiring Program (CHP) is designed to advance public safety through community policing by

addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. CHP provides funds directly to law enforcement agencies to hire new and/or rehire career law enforcement officers, and to increase their community policing capacity and crime prevention efforts. The Department applied for and was awarded the 2015 CHP grant which funded three full time police officers at \$125,000 per officer for 36 months through June 2018.

Discussion

As Council is fully aware, the Police Department continues to be severely understaffed while the increase in workload remains unrelenting. The General Fund is still insufficient to fund the staffing needs of the Department. The prospect of competing for this grant comes at a very opportune time. The Department is hopeful that our current predicament (staffing shortage in the midst of increasing workload) will present a strong, compelling application. Even with the 25% match requirement, this grant is the best of very limited options available to the City to begin restoring the police staffing level.

The grant solicitation opened on May 22, 2017 with a deadline of July 10, 2017. Time is critical for this application. Staff needs as much time as possible in order to prepare a quality application.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and Police Department to submit an application for the 2017 COPS Hiring Program (CHP).

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Derrek Kaff, Acting Police Chief



Paul Navazio, City Manager

Attachment: Resolution - COPS Hiring Program

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANGER TO SUBMIT GRANT APPLICATION FOR
THE DEPARTMENT OF JUSTICE’S 2017 COPS HIRING PROGRAM
AND, IF AWARDED, ACCEPTANCE OF THE GRANT AND APPROPRIATE FUNDS
INCLUDING FOR THE REQUIRED LOCAL MATCH

WHEREAS, the 2017 COPS Hiring Program (CHP) is designed to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide; and

WHEREAS, the CHP grant would provide up to \$125,000 per full-time officer for a 36-month grant period, with the balance of the personnel cost as the local cash match requirement; and

WHEREAS, grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months at the end of the 36-month grant period; and

WHEREAS, the City Council recognizes the Police Department continues to be understaffed in sworn officers; and

WHEREAS, the City budget does not currently provide the flexibility to cover the full cost of additional sworn police officer positions; and

WHEREAS, the COPS Hiring Program grant is the among the best of a limited range of options available to the City to begin restoring police staffing levels; and

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

SECTION 1. That the City Council hereby authorizes the City Manager to submit a grant application for the 2017 DOJ COPS Hiring Program, and

PASSED AND ADOPTED by the City Council this 6th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

11.

File #: 17-0460, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Hiddleson Pool Demolition Project, CIP 17-13; Approve Plans and Specifications,
Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications and authorizing bid advertisement for the Hiddleson Pool Demolition Project, CIP 17-13; and approve the donation of pool equipment to the City of Maxwell.

Staff Contact

Brent Meyer, City Engineer, (530) 661-5947, Brent.Meyer@cityofwoodland.org

Fiscal Impact

The total project budget is \$290,000 as identified in the current Capital Budget as CIP 17-13. The project is funded by Fund 011 - Facilities Replacement. Measure J is the source of this facilities replacement funding.

The Engineer's estimate of the demolition cost is \$275,180. Based on other expenses (realized and estimated) associated with project, including project management, design, inspection, construction contingency, asbestos abatement, and PG&E service, it is anticipated that the project budget may need to be amended once bids are received.

Background

Hiddleson Pool, located at 1127 Elm Street, was constructed in 1948 and was last operated in 2008. In 2013, a group of citizens formed a committee with the goal of raising funds to reopen Hiddleson Pool, which includes the main swimming pool and a children's pool. This committee was intending to form a public-private partnership with the YMCA to operate the pool after the necessary funding was obtained to renovate the pool. The City collaborated with the citizen committee and funded a needs assessment study for the facility.

In October 2014, Aquatic Design Group completed the needs assessment study for Hiddleson Pool, which found it would be cost-prohibitive to renovate the existing pool facility. The study also included alternatives including renovating the building and constructing new pools. The study included cost estimates for all alternatives of \$3-4 million. Based on this analysis, it was decided to demolish the existing facility and improve the existing Southland Park property.

Discussion

The plans and specifications were prepared by RJM Design Group, and are complete. The demolition includes removal of the two on-site pools, the pool building, other structures and outbuildings, the concrete deck, and concrete wall. The maintenance shop and bathroom building will remain.

The plans and specifications may be subject to minor technical revisions for clarification as approved by the City Engineer prior to and during the advertisement period that do not affect the size, scope and intent of the project. A complete set of Improvement Plans and Specifications are available for viewing at the Community Development Department counter in City Hall during normal business hours.

The project schedule shows bidding the project in June, award in July, and completion of construction in fall 2017.

City staff held a public workshop on February 8, 2017, with approximately 30 people in attendance. Staff presented the project background including a discussion about the pool feasibility study and demolition schedule for Hiddleson Pool. The main focus of the meeting was to present a conceptual layout on the expanded park, and to take comments regarding ideas the community had for development of the park site after demolition. Staff recorded the comments, which will be considered when designing the reuse of this site. The consensus was that the improvements should encourage active play for the community. The design and construction of the park reuse are on hold until the City awards the demolition project and determines available funding from the current project budget and any other available sources.

Equipment Donation

Staff is recommending that the City donate the following list of items that are located at the former Hiddleson Pool site:

- 3 - Stark Sand Filters
- 1 - 5 Horsepower Pump
- 1 - Pool Cover Reel
- 2 - Pool Ladders

With the closure of Hiddleson Pool in 2008 this equipment has been sitting at the former pool site unused for nine years. The 3 Stark Sand Filter system is obsolete and the City's current facility does not use this system. The 5 horsepower pump is not compatible with the City's system at the current pool site. There are two pool cover reels remaining at the site. The City will take one reel from Hiddleson as a spare for the City's existing facility at Brooks Pool. The other reel is not needed at Brooks Pool. The two pool ladders remaining at the Hiddleson Pool site cannot be used at Brooks Pool.

When the City determined that reopening Hiddleson Pool was not feasible due to cost, staff began contacting other nearby jurisdictions to see if they could use any of the equipment at the site. Staff was notified by a local pool contractor that the City of Maxwell might be interested in the equipment. When staff reached out to the City of Maxwell, they were willing to take the equipment. The City of Maxwell has agreed to come remove these items from the site at no cost to the City.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications

and authorizing bid advertisement for the Hiddleston Pool Demolition Project, CIP 17-13; and approve the donation of pool equipment to the City of Maxwell.

Prepared by: Brent Meyer, City Engineer

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

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID
ADVERTISEMENT FOR THE HIDDLESOON POOL DEMOLITION PROJECT,
CIP 17-13.**

WHEREAS, the City of Woodland wishes to approve the plans and specifications for the Hiddleson Pool Demolition Project; and

WHEREAS, the City Council wishes to authorize bid advertisement for the Hiddleson Pool Demolition Project.

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

Section 1. The City hereby approves the plans and specifications and authorizes bid advertisement for the Hiddleson Pool Demolition Project, CIP 17-13.

Section 2. The City hereby approves the donation of the following pool equipment to the City of Maxwell:

- 3 – Stark Sand Filters
- 1 – 5 Horsepower Pump
- 1 – Pool Cover Reel
- 2 – Pool Ladders

PASSED AND ADOPTED by the City Council the 6th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

12.

File #: 17-0508, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Proclamation Recognizing Dennis Diemer for his service as General Manager of the Woodland-Davis Clean Water Agency

Recommendation for Action: Staff recommends that the City Council adopt a proclamation recognizing Dennis Diemer for his service as General Manager of the Woodland-Davis Clean Water Agency.

Staff Contact

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

A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachment



Legislation Text

13.

File #: 17-0491, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Public Comment Meeting for the Draft Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and the Public Review Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) (SCH # 2011102043)

Recommendation for Action: Staff recommends that the City Council:

- (1) Receive a presentation from the Yolo HCP/NCCP Conservancy on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR; and
- (2) Receive public comment on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR.

Staff Contact

Cindy A. Norris, Principal Planner - cindy.norris@cityofwoodland.org

Fiscal Impact

In Fiscal Years 2014-17 the City authorized an annual contribution of \$39,163 as a Yolo Habitat Conservancy Member Agency in order to complete the preparation of the HCP/NCCP (Plan) and the EIR. The City's proposed FY 2017-18 budget includes final contribution of \$39,163. Prior to final adoption of the Plan the Conservancy and the member agencies will need to agree on the funding strategy needed to support the implementation of the plan. In theory, beyond FY2018/19, the plan is to be funded from fees paid by private and public entities whose projects require permitting for mitigation of covered species. To date the member agencies have consistently stated that the funding plan shall not rely on use of General Fund dollars.

Background

The Public Review Draft Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) and the Public Review Draft Environmental Impact Statement/Environmental Impact Report (Draft EIS/EIR) (SCH #2011102043) are now available for review and comment. Public comment on these documents is invited for a 90-day period extending from early June 2017 to early September 2017.

From 1993 through 2001, Yolo undertook an extensive effort to produce a countywide HCP. That effort culminated in 2001 with the rejection of a prior Draft HCP in favor of a combined HCP/NCCP that would be

larger in scope and scale, and result in more comprehensive conservation outcomes.

Yolo County and its four cities formed a Joint Powers Agency (JPA) in August 2002 for the purpose of cooperative development of a regional HCP/NCCP. In 2005, the Yolo Habitat Conservancy (Conservancy), the U.S. Fish and Wildlife Service (Service), and the California Department of Fish and Wildlife (CDFW) signed a Planning Agreement directing the preparation of the Yolo HCP/NCCP. An intensive public and stakeholder outreach program was undertaken to provide input into, and critical oversight of, the development of the Yolo HCP/NCCP. Work on the Yolo HCP/NCCP ensued over the next ten years.

In August of 2012, the staff of the Conservancy underwent a significant change. The Board of Directors hired a new contract Executive Director and Project Manager to propose a new path forward for the Conservancy. The Conservancy released the First Administrative Draft of the HCP/NCCP in June 2013. This document represented the work completed over the last decade. The First Administrative Draft covered 32 species and required an investment of almost \$500 million to implement. The Board of Directors determined the proposed HCP/NCCP would be too difficult and costly to implement. Conservancy staff have since worked with the Service and the CDFW to make significant modifications to the Yolo HCP/NCCP to achieve a feasible plan. Changes have included decreasing the number of covered species from 32 to 12 and developing the concept of a Conservation Reserve Area to ensure that future habitat conservation efforts are concentrated where they will be most advantageous.

The Conservancy released the Second Administrative Draft of the Yolo HCP/NCCP in March 2015. Costs for implementation of this version were reduced from \$500 million to \$318 million over 50 years, a significant reduction. The Public Review Draft of the Yolo HCP/NCCP reflects a refinement of the Second Administrative Draft.

Discussion

The release of the Public Review Draft Yolo HCP/NCCP) and the Public Review Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) is a significant and important milestone. It represents the culmination of many years of work, it is a critical step forward in securing the associated Incidental Take Permits (ITPs), it is the formal opportunity for interested parties to request changes or modifications in the Plan and to comment on the analysis and conclusions in the EIS/EIR, and it represents a significant obligation on the region once adopted. As described below there will be a final version of the Plan and EIS/EIR prepared prior to adoption and issuance of the ITPs. All comments will be considered in development of the final Yolo HCP/NCCP and EIS/EIR.

Copies of the Plan and Draft EIS/EIR may be viewed and downloaded at:

[<http://www.yolohabitatconservancy.org/documents>](http://www.yolohabitatconservancy.org/documents)

Plan Overview:

The Yolo HCP/NCCP is a comprehensive, multi-species county-wide plan to provide for the conservation of 12 sensitive species (“covered species”) and the natural communities and agricultural land on which they depend. The Yolo HCP/NCCP will provide a streamlined permitting process to address the effects of a range of future anticipated public and private activities (“covered activities”) on these 12 species. The plan area encompasses the entire area of Yolo County, approximately 653,549 acres, and includes conservation activities outside of Yolo County within an additional 1,174 acres along Putah Creek in Solano County.

The Conservancy, a joint powers agency created by Yolo County and the incorporated cities of Davis, West Sacramento, Winters, and Woodland, prepared the Yolo HCP/NCCP. The Yolo HCP/NCCP will provide the basis for issuance of long-term (50-year) ITPs under the Federal Endangered Species Act (FESA) and California Natural Community Conservation Planning Act (NCCPA) for covered activities.

The Yolo HCP/NCCP will provide the Permittees (Yolo County, the four incorporated cities, and the Conservancy) with ITPs from both the Service CDFW for the 12 covered species. This action is allowed under Section 10(a)(1)(B) of the FESA and Section 2835 of the NCCPA chapter of the California Fish and Game Code. The Yolo HCP/NCCP ensures compliance with the FESA, NCCPA, and the California Endangered Species Act (CESA) for covered activities that may affect the covered species. In addition to the Permittees, the Yolo HCP/NCCP permits may be used by other entities through certificates of inclusion, as described further in the Plan.

The Yolo HCP/NCCP will streamline and coordinate the process for approval and mitigation of impacts to covered species and their habitats. It will also add certainty, in that no further commitments of funds, land, or other resources may be required by the Service and CDFW for impacts to the covered species, unless changed circumstances occur.

Yolo County and its cities have already conserved 90,967 acres throughout the County, of which 34,282 acres are in permanent conservation easements. The Yolo HCP/NCCP conservation strategy builds on these efforts.

For the purposes of the Yolo HCP/NCCP, the County is divided into 22 geographically based planning units. These include four urban planning units centered around each of the incorporated cities, where most of the covered activities are planned to occur. The conservation strategy focuses most of the conservation in the 13 planning units in the eastern portion of the County where most of the covered species habitat is found.

Covered activities include actions and land uses contemplated in the local General Plans for Yolo County, Davis, West Sacramento, Winters, and Woodland. The covered activities have been organized into five broad categories: urban projects and activities, rural projects and activities, operations and maintenance, conservation strategy implementation, and neighboring landowner protection program. The first two categories comprise the “spatially defined” activities. This refers to activities where the location is currently known. These two categories total 17,551 acres, within which 11,510 acres of impact are modeled to occur over the life of the permit. The remaining three categories comprise the “spatially undefined” categories (activities where a specific location is not yet known) consisting of 506 acres for operation and maintenance, 956 acres for restoration and enhancement, and 2,347 acres for the neighboring landowner protection program (applicable only to four of the 12 covered species). Within the three spatially undefined categories an additional 1,139 acres of impact are assumed to occur for a total of 12,649 acres of impact (11,510 acres + 1,139 acres).

As mitigation for impacts to 12,649 acres, the Yolo HCP/NCCP will require 17,131 acres of mitigation and 16,231 acres of conservation beyond mitigation (including 8,000 acres of pre-permit reserve lands) for total conservation of 33,362 acres. In general, this obligation will be satisfied by the payment of per-acres fees by project proponents, the most common of which will be the base fee of \$11,231 per acre. In addition, project proponents must implement a series of Avoidance and Minimization Measures (AMMs) as conditions on approved covered activities.

To help guide other efforts to protect and conserve both species and habitat that are not the focus of the Plan,

the Conservancy is also preparing a Local Conservation Plan (LCP). This is a voluntary, non-regulatory plan to fill in conservation gaps not covered by the Yolo HCP/NCCP.

Overall implementation of the Yolo HCP/NCCP is estimated to cost \$371,399,000 million over 50 years of which 64 percent will be paid by project fees, 12 percent will be paid by local funding sources, 21 percent is estimated to be paid by state and federal grants, and 3 percent will be paid from investment interest. A summary of key components of the Yolo HCP/NCCP, including a comparison to the two previous administrative drafts, is provided in Attachment 1, Plan Comparison Table.

Overview of EIS/EIR

The Draft EIS component of the Draft EIS/EIR was prepared pursuant to the National Environmental Policy Act (NEPA) under the oversight of the Service serving as the NEPA Lead Agency. As required under NEPA, a Notice of Availability (NOA) was published in the Federal Register.

The Draft EIR component of the Draft EIS/EIR was prepared pursuant to the California Environmental Quality Act (CEQA) under the oversight of the Conservancy serving as the CEQA Lead Agency, and CDFW and the member agencies serving as CEQA Responsible Agencies. In accordance with CEQA, a Notice of Availability (NOA) was filed with the California Governor's Office of Planning and Research State Clearinghouse. The NOA also serves to notify the public of meetings and hearings on the Draft Plan and Draft EIS/EIR.

Both NEPA and CEQA contemplate different levels of analysis for different types of decisions. The level of analysis typically used for planning documents like a regional conservation plan is described as "programmatic," which reflects that the site-specific and project-specific details for the entire plan area are not known, but sufficient information is available so that the general potential for impact in various topical areas can be sufficiently assessed. The Draft EIS/EIR prepared for the Yolo HCP/NCCP is a programmatic document.

The Draft EIS/EIR analyzes and discloses the potential for significant adverse environmental impacts associated with the Yolo HCP/NCCP as proposed, and three project alternatives. The Draft EIS/EIR identifies the potential for significant effects under CEQA in the impact areas of Land Use and Agricultural Resources. Under Land Use, the potential for conflict with another HCP is identified, as related to conservation area overlap with the Solano Multi-Species HCP. A coordination agreement between the two agencies is identified as the mitigation. Under Agricultural Resources loss of farmland through the conversion of several hundred acres of farmland to habitat was found to be significant and unavoidable. Other areas of potential impact under CEQA are identified as less-than-significant.

Plan Review and Comment

The YHC and the Service are accepting comments on the Public Review Draft Plan and Draft EIS/EIR during 90-day period extending from early June 2017 to early September 2017. Precise dates are not known at the time of this writing but will be provided at the meeting.

Comments may be submitted in several ways:

- Orally or in writing at any of the scheduled hearings and meetings
- In writing via postal service delivery, or email

Comments should be directed to:

Shawna Stevens, Assistant to the Director
Yolo Habitat Conservancy
611 North Street, Woodland, CA 95695
info@yolohabitatconservancy.org <<mailto:info@yolohabitatconservancy.org>>

Please note that oral comments will be recorded verbatim, via court reporter, only at the meetings occurring on June 19th, 27th, and 29th. During all other meetings listed below Conservancy staff will take summary notes, which will be entered into the record for the EIR, but there will be no verbatim record of oral comments made at these meetings.

Scheduled hearings and meetings:

- June 6, 6:00pm Woodland City Council Meeting, Woodland City Council Chambers (300 First Street, Woodland)
- June 8, 8:30am Yolo County Planning Commission, Board of Supervisors Chambers (Room 206, 625 Court Street, Woodland)
- June 12, 6:00pm West Sacramento Environmental and Utilities Commission, West Sacramento City Council Chambers (1110 West Capitol Avenue, West Sacramento)
- June 15, 6:00pm West Sacramento Planning Commission, West Sacramento City Council Chambers (1110 West Capitol Avenue, West Sacramento)
- June 19, 5:30pm Yolo Habitat Conservancy, Board of Supervisors Chambers (Room 206, 625 Court Street, Woodland. At this meeting oral comments will be recorded by a court reporter.
- June 27, 1:00pm Yolo County Board of Supervisors, Board of Supervisors Chambers (Room 206, 625 Court Street, Woodland). The USFWS will attend this meeting. At this meeting oral comments will be recorded by a court reporter.
- June 28, 7:00pm West Sacramento City Council, West Sacramento City Council Chambers (1110 West Capitol Avenue, West Sacramento)
- June 29, 6:30pm Davis Public Meeting, Davis Senior Center (646 A Street, Davis). The USFWS will attend this meeting. At this meeting oral comments will be recorded by a court reporter.
- August 1, 6:30pm Winters City Council, Winters City Council Chambers (318 1st St. Winters)

Next Steps

After the close of the review period, the YHC will consider all comments received and prepare the Final Plan and Final EIS/EIR. Adoption of the Final HCP/NCCP and Final EIS/EIR, and issuance of ITPs is targeted for mid- to late- 2018.

Conclusion

Staff recommend that City Council:

- (1) Receive a presentation from the Yolo HCP/NCCP Conservancy on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR; and
- (2) Receive public comment on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR.

Prepared by: Heidi Tschudin, Consultant, Yolo HCP/NCCP Conservancy
Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Assistant City Manager



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1, Plan Comparison Table

Copies of the Plan and Draft EIS/EIR may be viewed and downloaded at:

<http://www.yolohabitatconservancy.org/documents>

ATTACHMENT 1: Yolo HCP/NCCP Plan Comparison Table

ITEM	1 ST Admin Draft	2 ND Admin Draft	Public Review Draft
Document Release Date	June 28, 2013	March 31, 2015	June 2017
Covered Species	32 species	12 species	12 species (Table 1-1)
Plan Area	653,818 ac	653,817 ac	653,549 ¹⁰ ac
Additional Conservation Area (Solano County)	Not Applicable	Not Applicable	1,174 acres
Land Cover Layer ¹¹	652,602 ac	652,619 ac	653,494 ac (Table 2-1)
Natural Communities Acs	526,726 ac	512,002 ac	512,646 ac (Table 2-1)
Covered Activities			(Table 3-1)
Urban	Unknown	9,506 ac	9,639 ¹ ac
Rural	Unknown	5,313 ac	4,392 ac
Rural infrastructure	Unknown	667 ac	872 ac
Agric Econ /Open space	Unknown	2,569 ac	2,647 ac
<i>Subtotal</i>	Unknown	18,055 ac	17,551 ac
Operations/maintenance	Unknown	505 ac	506 ac ²⁰ (Table 3-2)
Restoration	Unknown	≤981 ac ⁷	≤956 ac (Table 6-1b)
Neighboring landowner	Unknown	Undetermined	2,347 ¹³ ac
Effects on Natural Communities			(Table 5-3)
Spatially defined	14,476 ac	11,826 ac	11,510 ac (+66 ac temp)
Spatially undefined	3,344 ac	220 ¹⁴ ac	222 ac ²¹
<i>Subtotal</i>	17,820 ac	12,046	11,733
Habitat restoration	1,126 ac	≤ 981 ac ⁷	912 ac
<i>Total</i>	18,946 ac	13,027 ac	12,649 ac
Conservation Strategy			(Table 6-1b)
Mitigation	16,350 ac	16,349 ¹⁵ ac	17,087 ² ac
Conservation	58,532 ac	12,032 ac This includes 8,000 of pre-permit reserve lands and 4,032 ac of newly protected conservation lands	16,275 ⁶ ac This includes 8,000 of pre-permit reserve lands and 8,231 ac of newly protected conservation lands
<i>Subtotal</i>	74,882 ac	28,381 ac	32,406 ac
Restored/Created Wetlands	1,126 ac (536 ac mit/ 590 ac cons)	≤981 ac ⁷ (981 ac mit)	≤956 ac (912 ac mit/44 ac cons)
<i>Total Reserve System</i>	76,008 ac	29,362 ac	33,362 ac
Implementation Costs			
Mitigation	\$146,944,000 (29%)	\$175,832,000 (55%)	177,310,000 (48%) ¹⁶ (Table 8-8)
Wetland Restoration	\$52,499,000 ⁹ (10%)	\$62,740,000 (20%)	60,828,000 (16%) ¹⁷ (Table 8-9)
Conservation	\$305,250,000 (61%)	\$80,185,000 ⁵ (25%)	133,261,000 (36%) ¹⁸
<i>Total</i>	\$504,693,000	\$318,757,000	\$371,399,000 ¹⁹ (Table 8-6)
Agency Cost Share for Conservation Beyond Mitigation ⁸	90% federal/state 10% local	50% federal/state 50% local	58.7% federal/state ²² 41.3% local ²³
Plan "Development" Fees			(Table 8-7)
Base Fee	\$8,130 per acre	\$10,248 per acre ⁴	\$11,231 per acre
Wetlands Fee	\$52,034 per acre	\$62,670 per acre	\$62,773 per acre
Riparian Fee	\$60,334 per acre	\$69,829 per acre	\$69,877 per acre
Lacustrine Fee	\$48,334 per acre ³	\$49,222 per acre	\$49,304 per acre
Plan Funding			(Table 8-6)
HCP/NCCP Fees	\$175,485,000 (35%)	\$238,572,000 (75%)	\$238,138,000 (64%)
Local Funding	\$32,920,800 (6.5%)	\$35,556,000 (11%)	\$45,736,000 (12%)
Federal and State Funding	\$296,287,200 ⁸ (58.5%)	\$35,556,000 (11%)	\$78,199,000 (21%)
Investment/interest	unknown	\$8,856,000 (3%)	\$9,326,000 (3%)
<i>Total</i>	\$504,693,000	\$318,540,000	\$371,399,000

TABLE NOTES:

- 1/ Includes 719 acres of City (urban) projects within the unincorporated (rural) county.
- 2/ 16,175 acres protected plus 912 acres restored.
- 3/ Plant/shrimp fee.
- 4/ Current hawk mitigation fee is \$8,660 per acre, but has not been updated to reflect current land values.
- 5/ Includes endowment costs and plan preparation costs.
- 6/ 16,231 acres protected plus 44 acres restored.
- 7/ Wetlands restoration mitigation will only occur if wetlands are impacted.
- 8/ Applies to conservation component only.
- 9/ \$28,541,000 mitigation (Table H-4); \$23,958,000 conservation (Table H-5).
- 10/ Corrected to comport to the County GIS/GP boundary total.
- 11/ Inconsistencies between the land cover layer and the plan area total have prevented a full comports of tables and acreage totals. These inconsistencies have been reduced as data base corrections have been made over time.
- 12/ Deleted
- 13/ Pages ES-8, 3-52, and 5-15. There is no separate mitigation assigned to this in the plan.
- 14/ Spatially undefined effects, O&M, Table 5-4 says 151 ac.
- 15/ Does not comport with 18,416 on page 8-42 of revised Chapter 8.
- 16/ Land cover fee from Table 8-6, Funding Plan.
- 17/ Wetland fee from Table 8-6, Funding Plan.
- 18/ Subtotal local/state/federal plus subtotal other, Table 8-6, Funding Plan.
- 19/ 11,464 acres, page 8-44
- 20/ Spatially undefined covered activities, Table 3-2. Does not include restoration which is listed separately.
- 21/ Spatially undefined effects, O&M, Table 5-3. This differs from spatially defined covered activities because effects on "other land cover types" do not trigger mitigation or conservation.
- 22/ \$78,199,000 state/federal funding ÷ \$133,261,000 total conservation cost
- 23/ 21,898 acres, p. 8-44.

SOURCE: Tschudin Consulting Group for Yolo Habitat Conservancy, May 22, 2017.

Legislation Text

14.

File #: 17-0506, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Amendment to Gibson Ranch Tax Sharing Agreement and Introduction of Ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, authorizing the City Manager to execute the Amendment to Agreement No. 92-49, the Gibson Ranch Revenue Sharing and Property Tax Exchange Agreement; and
- 2) Waive first reading and introduce by title only an ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Staff Contact

Kimberly McKinney, Finance Officer, Kimberly.McKinney@cityofwoodland.org, 530-661-5849

Background

In 1992, the County of Yolo and the City of Woodland entered into the Revenue Sharing and Property Tax Exchange Agreement related to the Gibson Ranch annexation. Revenue and Taxation Code Section 99 required the County and City to reach an agreement for the exchange of property tax revenues between the two agencies to reflect changes in service delivery responsibilities. The exchange of tax revenues ensured that the City would be able to financially support providing services to the newly annexed territory while the County would receive revenue needed to address the impact of growth resulting from the jurisdictional change on the delivery of services the County retained.

The agreement provides for the exchange of various types of revenue, including the City's agreement to pay to County two percent of the rent charged by a transient occupancy tax levied citywide and an amount equal to the revenue produced annually at a rate of one dollar and ten cents for each one thousand dollars by a documentary transfer tax levied citywide. Around the same time as the City entered into this agreement, the City also enacted Article IV of Chapter 23 of the Municipal Code, entitled "Real Property Transfer Tax Ordinance of the City of Woodland." The real property transfer tax imposes on every deed or other written instrument conveying land within the city a tax in the amount of \$1.10 for each \$1,000 of value. This amount is consistent with the tax sharing agreement for Gibson Ranch.

Discussion

Recently, it has come to light that the amount the City charges as a documentary transfer tax is inconsistent with other jurisdictions in the County. The City and the County now wish to take steps to bring the City's documentary transfer tax in line with other neighboring jurisdictions by adjusting the tax rate to 27.5 cents per

\$500 of value (equivalent of \$0.55 per \$1,000). The County Board of Supervisors is scheduled to consider the same contract amendment at its meeting of June 6, 2017.

Conclusion:

Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, authorizing the City Manager to execute the Amendment to Agreement No. 92-49, the Gibson Ranch Revenue Sharing and Property Tax Exchange Agreement; and
- 2) Waive first reading and introduce by title only an ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Prepared by: Kimberly McKinney, Finance Officer



Paul Navazio, City Manager

ATTACHMENTS:

- Attachment A - Resolution Authorizing the City Manager to execute the Amendment to the Tax Sharing Agreement
- Attachment B - Amendment to Tax Sharing Agreement
- Attachment C - Ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AMENDMENT TO THE TAX SHARING AGREEMENT FOR
GIBSON RANCH**

WHEREAS, the City of Woodland and the County of Yolo entered into that certain Revenue Sharing and Property Tax Exchange Agreement (“Agreement”) regarding the Gibson Ranch annexation, dated March 31, 1992; and

WHEREAS, the Agreement provided for a mechanism pursuant to Revenue and Taxation Code 99 to financially adjust for the shift in the provision of services from the County to the City, and one of the provisions in the Agreement concerned the documentary transfer tax; and

WHEREAS, the City and the County now desire to amend the Agreement to eliminate the requirement that the City collect and remit the documentary transfer tax to the County as a part of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that the City Manager is hereby authorized to execute the Amendment to the Tax Sharing Agreement for Gibson Ranch on behalf of the City subject to any clarifying or conforming changes approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 6th day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angel Barajas, Mayor

Attest:

Approved as to form:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

AMENDMENT TO AGREEMENT NO. 92-49

(Revision to Revenue Sharing and Property Tax Exchange Agreement)

THIS AMENDMENT to Agreement No. 92-49 dated March 31, 1992 ("Agreement") is made and entered into this 6th day of June, 2017 ("Effective Date"), by and between the City of Woodland, a municipal corporation ("City"), and the County of Yolo, a political subdivision of the State of California ("County").

W I T N E S S E T H

WHEREAS, City and County entered into the Agreement as a revenue sharing and property tax exchange agreement pursuant to Section 99 of the California Revenue and Taxation Code; and

WHEREAS, among other things, the Agreement provides that City transfer to County a portion of City's documentary transfer taxes ("DTT") collected by the City at the equivalent rate of 55 cents for each \$500 of value or fraction thereof of property conveyed; and

WHEREAS, the County has its own DTT ~~that is equivalent to City's~~, and collects both City and County's DTTs at the time a transfer is recorded with the County Recorder; and

WHEREAS, City is revising its DTT to reduce it to the equivalent of 27.5 cents for each \$500 of value or fraction thereof; and

~~**WHEREAS**, by operation of law, upon revision of City's DTT to 27.5 cents per \$500 of value or fraction thereof, the amount collected for the County's DTT will be equivalent to DTT collected for the City; and~~

WHEREAS, the parties wish to revise the Agreement to eliminate the City's transfer of DTT to the County.

NOW, THEREFORE, City and County agree to amend the Agreement as follows:

AMENDMENT

A. Paragraph 6(a)(2) is hereby stricken from the Agreement:

~~2] Commencing July 1, 1992, an amount equal to the revenue produced annually at a rate of one dollar and ten cents (\$1.10) for each one thousand dollars (\$1,000) or fractional part thereof by a documentary transfer tax levied citywide.~~

B. Paragraph 6(b) is hereby stricken from the Agreement:

~~b. Administration, Documentary Transfer. Should City levy a documentary transfer tax at rates in excess of those provided for by the Documentary Transfer Tax Act but otherwise in accordance with its provisions and also those of the County ordinance providing for its implementation, the County Clerk Recorder shall collect all taxes levied, and City agrees that the County Auditor Controller shall allocate the proceeds by allocating to the County its share as set forth in this Agreement and allocating the remaining proceeds of the increased levy to City.~~

C. Paragraph 6(d)(1) is hereby stricken from the Agreement:

~~1] Documentary transfer tax means one levied by City in the manner set forth in the Documentary Transfer Tax Act, Division 2, Part 6.7 (commencing with Section 11901) of the Revenue and Taxation Code but in addition to the tax currently levied pursuant to that Act.~~

D. Commencing on the Effective Date, City agrees that the County Recorder shall collect as the documentary transfer tax an amount equal to 27.5 cents per \$500 on behalf of City. Both parties

understand and agree that the County Recorder shall collect the documentary transfer tax at this rate while the City is in the process of amending its ordinance. The amendments shall be effective upon the effective date of City's ordinance reducing its DTT to 27.5 cents per \$500 of value or fraction thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

CITY CONTRACTOR

COUNTY OF YOLO

By: _____ [insert City
signature block]
Paul Navazio
City Manager

Attest:

Ana B. Gonzalez, City Clerk

Approved as to Form:

Kara K. Ueda, City Attorney

By: _____
Duane Chamberlain, Chair
Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
(SEAL)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Eric May, Senior Deputy

Formatted: Underline

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING SECTION 23-62 OF THE WOODLAND MUNICIPAL CODE
RELATED TO THE DOCUMENTARY TRANSFER TAX**

The City Council of the City of Woodland does hereby ordain as follows:

Section 1. Section 23-62 of the Woodland Municipal Code, which is a part of Article IV, Chapter 23, entitled “Real Property Transfer Tax Ordinance of the City of Woodland,” is hereby amended to read as follows:

Sec. 23-62. – Imposition.

There is imposed on each deed, instrument, or writing by which any lands, tenements, or other realty sold within the city shall be granted, assigned, transferred, or otherwise conveyed to, or vested in the purchaser or purchasers, or any other person or persons, by their direction, when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining hereon at the time of sale) exceeds one hundred dollars, a tax at the rate of twenty-seven and one half cents for each five hundred dollars or fractional part thereof of the consideration of value.

Section 2. Effective Date. This Ordinance shall take effect and be in force thirty (30) days following its adoption.

APPROVED AND ADOPTED this _____ day of June, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angel Barajas, Mayor

Attest:

Approved as to form:

Ana B. Gonzalez
City Clerk

Kara K. Ueda
City Attorney

Legislation Text

15.

File #: 17-0479, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Approve Sole Source Consultant Agreement with ATEEM Electrical Engineering, Inc. for Programming and SCADA integration services for ASR Wells 29 & 30, CIP 15-02

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, to approve a sole source consultant agreement with ATEEM Electrical Engineering, Inc. for Programming and SCADA Integration Services for ASR Wells 29 & 30 (CIP 15-02) in an amount up to \$62,660, and authorize a contingency of up to 10% (\$6,266).

Staff Contact

Ed Wisniewski, Associate Civil Engineer - (530) 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

The ASR Well 29 & 30 Project (CIP 15-02) is included in the approved Capital Improvement Program Budget with a total project budget of \$11,000,000, funded from the Water Enterprise Fund. The ATEEM contract fits within the approved \$11,000,000 budget.

The project is included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The California State Water Resources Control Board SRF loan was approved by Council on May 13, 2014 for an amount of \$31,503,088. The ASR wells are one of the five identified projects covered by the SRF loan, including the Southwest Tank, Well #28, East Transmission Main, and West Transmission Main.

There is no impact to the General Fund.

Background

Programming and Supervisory Control and Data Acquisition (SCADA) services are required to integrate the operation of ASR Wells 29 & 30 with the overall City water system. SCADA is the controlling computer program for both the City's water and sewer utilities. It is essential that the SCADA programming for the new ASR wells is integrated seamlessly with the existing SCADA system. Consistency in SCADA programming is vital to reliable operations of the water utility. ATEEM has successfully provided SCADA programming services for the City since 2012 when they completed programming work on the Southwest Tank, Well 24, and Well 28. ATEEM is familiar with the operations of the City's utility systems and has proven previously to be able to perform this work in the timely and cost efficient manner.

Discussion

ATEEM has successfully completed several prior SCADA projects integrating operation of the new utility projects with the City's SCADA systems. The City had gone with other SCADA programming firms in the past, but has seen failures of the new equipment to communicate with the existing equipment. ATEEM is familiar with the operation of the City's utility systems and can best ensure that the new ASR wells will tie into our existing system with minimal disruption and risk of additional costs as a result. Therefore, staff is requesting approval of a sole source contract for ATEEM's services.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to approve a sole source consultant agreement with ATEEM Electrical Engineering, Inc. for Programming and SCADA Integration Services for ASR Wells 29 & 30 (CIP 15-02) in an amount up to \$62,660, and authorize a contingency of up to 10% (\$6,266).

Prepared by: Ed Wisniewski, Associate Civil Engineer

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



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Consultant Agreement for Programming and SCADA Integration Services

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A SOLE SOURCE CONSULTANT AGREEMENT WITH ATEEM
ELECTRICAL ENGINEERING, INC. FOR PROGRAMMING AND SCADA
INTEGRATION SERVICES FOR ASR WELLS 29 & 30, CIP 15-02**

WHEREAS, pursuant to Public Contract Code section 3400(c), the **CITY OF WOODLAND** (“City”) may make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, the City wishes to establish uniformity in the communication of its new equipment with existing systems, to prevent potential incompatibilities with the new ASR wells and the City’s existing Supervisory Control and Data Acquisition (SCADA) System; and

WHEREAS, ATEEM is experienced in programming and SCADA integration services within the City; and

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with ATEEM Electrical Engineering, Inc. (ATEEM) in an amount up to \$62,660 for programming and SCADA integration services for ASR Wells 29 & 30 (CIP 15-02); and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% (\$6,266); 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, pursuant to Public Contract Code section 3400, intends to establish uniform, complete and compatible SCADA programming services for water production systems to facilitate the most reliable, dependable, and cost efficient integration of new systems throughout the City.

Section 2. The City Council hereby authorizes the City Manager to approve a consultant agreement with ATEEM Electrical Engineering, Inc. for programming and SCADA integration services for ASR Wells 29 & 30, in an amount up to \$62,660 and a 10% contract contingency in the amount of up to \$6,266.

Section 3. Copies of the Consultant Agreement for Programming and SCADA Integration 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 6th day of June 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ELECTRICAL
ENGINEERING SERVICES

CM #	
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This Agreement is made and entered into this _____ day of June, 2017 by and between the City of Woodland, a California municipal corporation (“City”) and A T.E.E.M. Electrical Engineering, Inc., a corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional electrical engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

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

C. City desires to engage Consultant to render such services for the New ASR Well Construction Project, CIP 15-02 (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional electrical engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from June 2017 to December 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties

may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed SIXTY TWO THOUSAND SIX HUNDRED SIXTY DOLLARS (\$62,660) without written approval of the City Manager. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Erik Burns.

5.3.1 City's Representative. The City hereby designates Ed Wisniewski, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Erik Burns, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as

safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an

extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

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

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

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

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other

information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Ed Wisniewski, CDD

Consultant:

A T.E.E.M. Electrical Engineering, Inc.
3841 North Freeway Boulevard, Suite 145
Sacramento, CA 95834
Attn: Erik Burns, P.E.

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

11.2 Indemnification

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its subsections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or

more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.22 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

A T.E.E.M. ELECTRICAL ENGINEERING, INC.

By: _____
Paul Navazio
City Manager

By: _____
Name:
Title:

Attest:

Attest:

By: _____
Ana B. Gonzalez
City Clerk

By: _____
Name:
Title:

EXHIBIT “A”
SCOPE OF SERVICES

this proposal for ATEEM Electrical Engineering SCADA services for the City of Woodland, ASR Wells 29 & 30 Programming.

The following is a summary of *A T.E.E.M.* electrical and instrumentation design services for the project:

1. Meet with the City three (3) times to discuss new ASR control strategy.
2. Program the PLC for remote control and alarming for each ASR well.
3. Create new OI screens.
4. Modify Master PLC.
5. Create new iFix screens, tags, and trends.
6. Startup and Testing.

EXHIBIT “B”
SCHEDULE OF SERVICES

Start of work is June 2017 and to be concluded by December 2017

EXHIBIT "C"

COMPENSATION

A T.E.E.M. Electrical Engineering
3/23/2017

Type of Service: Electrical SCADA Services
Customer Name: City of Woodland
Location: City of Woodland
Project Name: ASR Wells 29 & 30

		Field Eng = FE Office Eng = OE Technical = TA					
		Hourly Rate:					
Task	Description	FE	OE	TA			
Well 29 Electrical SCADA Services							
1	ASR Wells Controls Meetings	8	2	0	=	1,880	
2	Well Site PLC Programming	12	40	4	=	9,960	
3	Well Site OI Programming	4	24	4	=	5,560	
4	Master PLC programming	4	4	1	=	1,600	
5	iFix programming	32	16	0	=	8,960	
6	Startup and Testing	40	5	5	=	9,100	
		100	91	14		\$37,060	
Well 30 Electrical SCADA Services							
1	ASR Wells Controls Meetings	4	1	0	=	940	
2	Well Site PLC Programming	12	16	4	=	5,640	
3	Well Site OI Programming	4	12	4	=	3,400	
4	Master PLC programming	4	2	1	=	1,240	
5	iFix programming	24	4	0	=	5,280	
6	Startup and Testing	40	5	5	=	9,100	
		88	40	14		\$25,600	
Total not to exceed cost:						<u>\$62,660</u>	

Notes: Does not include any panel/instrumentation wiring or troubleshooting of instruments.



Legislation Text

16.

File #: 17-0475, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Extension of Development Impact Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council waive first reading and adopt by title only, an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional five years for multi-family residential and non-residential development projects.

Staff Contact

Wendy Ross, Economic Development Manager-530-661-5921, wendy.ross@cityofwoodland.org

Council Goal

Provide for a diversified economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new business through targeted infrastructure investments and leveraging existing community and regional assets.

Fiscal Impact

The fiscal impact to the City would be a potential net loss of interest earnings for any residential lots that requests deferral as prescribed by SB2604 (which allows for fee deferrals on residential properties at 0% interest), if continued. Since establishing the deferral program there have been 37 residential fee deferrals processed. There is no fiscal impact for non-residential projects as the City will collect interest for each approved project that also takes advantage of the City's fee deferral program.

Background

The City of Woodland's Building Ordinance Chapter 6, section 6-1-2(f)(ii) states that "Facilities fees shall be paid by each applicant concurrent with the issuance of a building permit." Like the City of Woodland, most cities collect these development impact fees at permit issuance; however, many cities have implemented or have revised fee deferral programs to allow developers to pay development impact fees at final inspection,

certificate of occupancy, close of escrow, or within a defined period of time.

On August 1, 2008, in response to the downturn in the housing market, the California Legislature adopted AB 2604, which amended Government Code section 66007 effective January 1, 2009 to specifically allow local agencies to defer the collection of development impact fees for residential projects to the close of escrow. On December 16, 2008, The City of Woodland adopted an Urgency Ordinance adding section 6B-110 to the City of Woodland Municipal Code allowing for the deferral of certain impact fees for residential and non-residential projects. The construction of new multi-family residential and non-residential development has turned a corner and improving the economic conditions of Woodland's housing market.

Many factors have changed the financing structure over the past decade and consequently have increased the challenges for new construction projects. It is with this in mind that the Woodland Development Impact Fee Deferral Program has been extended several times since its inception in 2009. Amending extensions have occurred, in 2011 by Ordinance 1528, in 2013 by Ordinance 1550, and 2015 by Ordinance 1585. The current Ordinance is now set to sunset on June 30, 2017. The Ordinance allowing for a fee deferral program can only be extended by City Council action. Staff is recommending extension of the program for multi-family residential and non-residential development projects as it is an economic incentive that has little impact on the city but can provide significant benefit to the financial feasibility of new construction projects.

Discussion

Since establishment of the Development Impact Fee Deferral Program, two commercial projects have utilized the program and thirty-nine single-family units have received fee deferrals. Staff is recommending the program be extend for an additional 5 years. However, it is staff's recommendation that the program be available only to commercial and multifamily projects. These projects have significantly higher fee burden and a much longer construction period, typically 12-18 months, making the program much more beneficial. Whereas, with single-family homes, the fees allowed be deferred are limited and the construction period is generally shorter, 6-8 months. Additionally, given the strength of the current single-family housing market, this incentive is no longer needed to stimulate new home construction. Multi-family residential, defined by the 2016 California Building Code as three or more units (Section 310.4 [R-2]), would continue to be eligible for the fee deferral program. This category includes but is not limited to hotels, apartments, and live-work units. New non-residential development continues to recover from the recent recession as the market absorbs the existing supply of vacant industrial and commercial spaces. However, economic trends are pointing to a strengthening commercial/ industrial market as available space declines and rents increase.

Regional Competitiveness

The Greater Sacramento Economic Council (GSEC), of which the City of Woodland actively participates, has identified development impact fees as one of the biggest challenges to generating new job generating development activity in the region. It is recognized that the high cost of these fees is driven by the much needed expansion and significant costs associated with new infrastructure. However, creative ways to finance and defer these fees is necessary in order to be competitive in attracting new employment generating businesses. To that end, as with Woodland, most cities in the region have and will continue to provide fee deferral programs and participate in other infrastructure financing mechanism such as SCIP to support private developer's need to defray the initial cost of construction.

Currently staff has requested that GSEC commission a survey of partner community economic development

professionals to better understand the terms of each community's fee deferral programs. Once the results are assessed staff may request that Council modify Woodland's Fee Deferral Program to better serve the business community and be more competitive within the region. In the meantime staff is recommending a renewal of the existing terms for an additional 5 years until we have specific data to present. It is not advised to delay the fee deferral program as staff believes that we may have candidate applicants during the summer months.

Length of Deferral (Maximum deferral period): The length of the deferral period is the period from the date of issuance of the building permit in which any deferred fees may remain unpaid for any residential/non-residential development. The current deferral period allows staff to anticipate development impact fees and budget appropriately as fees are related to capital projects in the MPFP. The Ordinance allows for fee deferral for a maximum of 24 months. The deferral period may be extended at the discretion of the City Council prior to the expiration of the Non-Residential Maximum Deferral Period in order to have a seamless extension of the program.

When Fees are Due: Similar to length of deferral, this component of the program specifically triggers when the fees are due. Fees due are triggered by the earlier of a certain action such as a Final Inspection, Close of Escrow, Certificate of Occupancy, a date in a Fee Deferral Agreement, or the expiration of the fee deferral period. Fees are due at the mutually agreed upon date, per the Fee Deferral Agreement, or at the request for final inspection under a building permit and/or a Certificate of Occupancy, but no later than the maximum deferral period, whichever comes first.

Fee Amount at the Time of Payment: This component of the program states the rate(s) of fees the "applicant" will pay when fees are due. Multi-family Residential and Non-residential (Commercial & Industrial): Require that fees be paid at the rate(s) when building permits are issued.

Length of Ordinance: The City's current Ordinance is set to sunset on June 30, 2017 unless extended by City Council. Staff is recommending the Fee Deferral Program be extended for five years. Regionally, jurisdictions have 5 or 10 year or continuous fee deferral programs in place to encourage economic growth in their community. Tonight, staff is recommending that City Council adopt an Ordinance to extend Woodland's Development Impact Fee Deferral Program for an additional 5 years.

Security Against Deferred Fees: Various instruments such as recorded deeds of trust, liens, or final inspection/occupancy can be used as leverage to ensure the payment of deferred fees.

Discretionary Approval:

Effective January 1, 2009 SB 2604 allowed for local agencies to defer fees to the close of escrow. By adopting this piece of legislation, the State eliminated the issue of prevailing wage for residential projects and allows all local agencies to implement discretionary programs. However, this still leaves non-residential projects with the issue of prevailing wage. In order to avoid prevailing wages on non-residential projects, the following terms apply:

A review of eligibility criteria and approval discretion for all projects requesting a fee deferral, and an assessment of interest on deferred fees equal to the annual rate of interest earned by the City of Woodland on the investment of pooled funds (LAIF rate), based the unpaid balance from the date of execution of the Fee

Deferral Agreement to the time of payment for each project.

Levels of approval are described below:

1. Fee Deferral Agreements are approved and executed by the Assistant City Manager or designee if the sum of Deferred Fees is less than one million dollars (\$1,000,000).
2. Fee Deferral Agreements are approved by the City Council and executed by the City Manager if the sum of Deferred Fees is equal to or exceeds one million dollars (\$1,000,000).

Eligible Fees: Prior to identifying eligible fees, Finance staff closely reviewed all development impact fees to determine what fees could be deferred without having an adverse fiscal impact. Of these fees, the Wastewater, Parks, Surface Water and Fire fees were not recommended for deferral. (All four (4) fee types are tied to debt service that would otherwise have to be paid with the City's General Fund, if deferred.)

Staff identified the following Development Impact fees eligible for deferral. Deferral of these fees will not have an adverse fiscal impact on the City's General Fund.

1. General City
2. Library
3. Police
4. Water
5. Roads
6. Administration
7. Storm Drain

Based on existing Council approved fees, deferral of certain development impact fees would provide the following temporary financial relief to developers. Note that "other city" or infill projects do not pay storm drain impact fees. The rate for Storm Drain for all other development will vary based the proposed location of the project.

Conclusion

Staff recommends that the City Council waive first reading and adopt by title only, an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional five years for multi-family residential and non-residential development projects.

Prepared by: Wendy Ross, Economic Development Manager
Reviewed by: Ken Hiatt, Assistant City Manager/Economic Development &
Community Development Director

A handwritten signature in dark ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Ordinance to Extend Development Impact Fee Deferral Program For An Additional 5 Years

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, AMENDING SECTION 6B-110 OF
THE WOODLAND MUNICIPAL CODE RELATING TO THE DEFERRAL
OF CERTAIN DEVELOPMENT IMPACT FEES**

WHEREAS, the City of Woodland ("City") requires the payment of various development impact fees to help address the impacts of new development; and

WHEREAS, the City recognizes that the payment of fees represents a substantial financial commitment for many projects; and

WHEREAS, the construction multi-family residential development and non-residential/commercial/industrial projects has significantly high fee burden and a relatively longer construction period, typically 12-18 months, making the program beneficial; and

WHEREAS, the reduction of non-residential developments continues to leave large tracts of land located throughout the City vacant and undeveloped; and

WHEREAS, the inability of developers to construct new development within the City due to the substantial financial commitment for many projects has restricted the City's revenue through the loss of potential *ad valorem* tax revenue and/or sales tax revenue; and

WHEREAS, in an effort to spur development and associated City revenues, the City Council adopted Ordinance No. 1501 on December 8, 2008, permitting developers to defer development impact fees for certain projects until June 30, 2010; and

WHEREAS, the City Council adopted Ordinance No. 1528 was adopted on May 17, 2011 to extend the sunset date until June 30, 2013; Ordinance No. 1550 on May 21, 2013 to extend the sunset date until June 30, 2015; and Ordinance No. 1585 on July 7, 2015 to extend the sunset date to June 30, 2017; and

WHEREAS, to ensure the continued development of residential and non-residential projects and the receipt of accompanying tax revenue, the City Council wishes to extend Ordinance No. 1585 for an additional five years.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Purpose. The purpose of this Ordinance is to amend Section 6B-110 of the Woodland Municipal Code to extend the City's temporary development impact fee deferral program for an additional five years.

Section 2. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the

proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance would temporarily extend a program to allow for the deferral of certain development impact fees and does not propose nor authorize any action that would have the potential to cause a significant adverse effect on the environment. Furthermore, this Ordinance explicitly requires that a project must have completed all environmental compliance requirements in order to be eligible for the deferral of certain development impact fees. Thus, it can be established with certainty that this Ordinance will not have a significant adverse effect on the environment and is therefore not subject to CEQA. Pursuant to the foregoing, a Notice of Exemption has been prepared and completed in accordance with CEQA.

Section 4. Amendment. Section 6B-110 of the Woodland Municipal Code is amended to read in full as follows:

Sec. 6B-110. Expiration. This chapter shall remain in effect until June 30, 2022, and shall thereafter be automatically repealed and of no further force and effect. The City Council may, at its sole discretion, extend the fee deferral program at any time prior to the expiration date set forth herein.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Angel Barajas, Mayor

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

City Attorney

Legislation Text

17.

File #: 17-0501, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Urgency Ordinance Establishing a Moratorium on Mini-Storage/ Warehouse Facilities

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive information about the proposed Urgency Ordinance; and
- 2) Consider adoption of an urgency ordinance prohibiting the processing and/or approval of any and all mini-storage/warehouse facilities in the City of Woodland; and
- 3) Direct staff to commence review of the Zoning Ordinance and prepare all items necessary and appropriate for further regulation of mini-storage/warehouse facilities.

Staff ContactCindy A. Norris, Principal Planner, 661-5911, cindy.norris@cityofwoodland.org**Background**Existing City Zoning Code Provisions for Mini-Storage

The City's existing Zoning Code regulates the location of mini-storage/warehouse facilities, which have been allowed to operate in the Industrial district as a permitted use and in the Commercial Service and Highway Commercial districts as a conditionally permitted use.

The City currently has fifteen existing and operational mini-storage/warehouse facilities. Eight of the existing facilities are located within the Industrial district with four in the East Street Specific Plan area, two in the Highway Commercial District, and one in the Commercial Service district. In addition, the City currently has a number of either approved or proposed new mini-storage facilities. More specifically, one has been permitted but not yet constructed, one is permitted but not yet constructed within the County within the City's Urban Limit Line, and one application was previously submitted but has been determined by staff to be incomplete for a new mini-storage facility. Further, staff has recently received several inquiries for mini-storage/warehouse facilities to be located within the City of Woodland. Of the applications proposed or approved but not yet built within the City, two are in the Industrial District, and one is proposed in a Commercial Service District (the one deemed incomplete by staff).

As a result, there is increasing concern about the over-saturation of mini-storage/warehouse facilities and the increased interest being shown in locating even more mini-storage/warehouse facilities within the City of Woodland. Further, there is concern that mini-storage facilities located inappropriately will not promote the

City's goals of achieving either aesthetic or fiscal health of the community, does not foster economic growth, and does not promote the City's agricultural heritage or an environmentally sustainable community. Large land areas are required for these types of uses that might be better developed following principles of complete neighborhoods, active living, or economic development.

In addition to the concern regarding the overconcentration of mini-storage/warehouse facilities within the City is the fact that certain new General Plan land use designations and development standards do not expressly allow for storage facilities, including the Corridor Mixed Use and Community Commercial designations. Staff is working with a consultant in developing an interim zoning ordinance and will eventually present both an interim zoning ordinance and comprehensive new zoning ordinance for Planning Commission and City Council consideration that will address many issues and uses where the General Plan and Zoning Code need to be made consistent with each other. Thus, further analysis of appropriate zoning districts and uses will be required to evaluate the appropriate location for such facilities within the City.

As a result, staff is recommending that the City Council consider a moratorium in the form of an urgency ordinance that prohibits mini-storage/warehouse facilities from locating in the City of Woodland to prevent over-saturation of such facilities.

DISCUSSION

Urgency Ordinance

The City Council may adopt an urgency ordinance, which would go into effect immediately and remain in effect for 45 days unless extended within those 45 days. An interim urgency ordinance requires a 4/5 vote for adoption and requires the City Council to make findings that the interim ordinance is being adopted for the immediate protection of the public health, safety, and welfare. The intent of such an urgency ordinance would be for it to remain in effect only until the City Council adopts an ordinance to regulate mini-storage/warehouse facilities within the City of Woodland to prevent further over-saturation of mini-storage/warehouse facilities

The proposed ordinance would go into effect immediately and would be in effect for 45 days, unless further extended by the City Council of the City of Woodland following a noticed public hearing.

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Receive information about the proposed Urgency Ordinance; and
- 2) Consider adoption of an urgency ordinance prohibiting the processing and/or approval of any and all mini-storage/warehouse facilities in the City of Woodland; and
- 3) Direct staff to commence review of the Zoning Ordinance and prepare all items necessary and appropriate for further regulation of mini-storage/warehouse facilities.

Reviewed by: Ken Hiatt, Assistant City Manager.



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - Interim Urgency Ordinance Imposing a Moratorium on Any and All Mini-Storage/Warehouse Facilities in the City of Woodland.

URGENCY ORDINANCE NO. _____

**AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WOODLAND ESTABLISHING A MORATORIUM ON
ANY AND ALL MINI-STORAGE/WAREHOUSE FACILITIES IN THE
CITY OF WOODLAND, TO TAKE EFFECT IMMEDIATELY, AND
DECLARING THE URGENCY THEREOF**

WHEREAS, the City of Woodland currently has fifteen existing and operational mini-storage/warehouse facilities, one permitted but not yet constructed mini-storage/warehouse facility, one permitted but not yet constructed facility in the County but within the City's Urban Limit Line and Sphere of Influence, one previously submitted but incomplete application for a new mini-storage facility, and has recently received several inquiries for mini-storage/warehouse facilities to be located within the City of Woodland; and

WHEREAS, the mini-storage/warehouse facilities are located throughout the City and have been allowed under the City's Zoning Code to operate in the industrial zone as a permitted use and in some commercial zones as a conditionally permitted use; and

WHEREAS, the City Council recently approved the 2035 General Plan, which envisions a prosperous and fiscally sound community that offers abundant employment opportunities to its residents as well as a destination for visitors desiring to experience the City's unique agricultural, historical, recreational, cultural, and entertainment amenities; and

WHEREAS, mini-storage/warehouse facilities do not promote the City's goals of achieving either aesthetic or fiscal health of the community, do not foster economic growth, do not promote the City's agricultural heritage or an environmentally sustainable community, and the City is becoming increasingly concerned about the over-saturation of mini-storage/warehouse facilities in the City and the increased interest in locating even more mini-storage/warehouse facilities within the City; and

WHEREAS, the City Council now desires to adopt a moratorium that prohibits mini-storage/warehouse facilities from locating in the City of Woodland; and

WHEREAS, during the pendency of this moratorium, the City Council has directed City staff to prepare a proposal to regulate mini-storage/warehouse facilities within the City of Woodland to prevent further over-saturation of mini-storage/warehouse facilities; and

WHEREAS, this urgency ordinance is adopted pursuant to the requirements of Government Code section 65858 and shall be in effect for 45 days unless further extended by the City Council of the City of Woodland.

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

Section 1. Mini-Storage/Warehouse Facility, Defined.

A "mini-storage/warehouse facility" has the same definition in this Ordinance as set forth in

Section 25-3-10 of the Woodland Municipal Code, which defines “mini-storage/warehouse facility” as “a building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the dead storage of customer's goods or wares.”

Section 2. Findings.

The City Council of the City of Woodland hereby makes the following findings in support of the immediate adoption and application of this urgency interim Ordinance regulating mini-storage/warehouse facilities in the City of Woodland:

A. The City currently has an over-concentration of mini-storage/warehouse facilities within its borders and has recently seen an increase in applications and inquiries to locate even more mini-storage/warehouse facilities within the City. The Woodland Zoning Code permits mini-storage/warehouse facilities in industrial zones and conditionally permits them in some commercial zones, leading to this over-concentration.

B. The Land Use Element of the City's 2035 General Plan includes specific goals and policies that aim to minimize land use conflicts and develop a logical pattern of land use as well as to upgrade the City's appearance and establish a strong economic base. Specifically, Goal 2.A of the City's General Plan provides that the City will support sustainable growth through orderly, well planned development that provides for economic growth, strong social ties, protection of the environment, an enhanced quality of life, and preservation of Woodland's community character and agricultural heritage. The General Plan includes a policy that the City should maintain high expectations for development as land is a finite resource, especially given the City's Urban Limit Line. The City Council finds that the large number of existing mini-storage/warehouse facilities and the potential for additional facilities is inconsistent with the General Plan's goals of economic growth and high expectations for development.

C. The City of Woodland is a small city. Due to its small size, the proliferation of mini-storage/warehouse facilities in the City has the potential to adversely affect the City's economic and aesthetic environments by over-saturating the City with mini-storage/warehouse facilities for storage purposes rather than with traditional retail, commercial, manufacturing, and industrial uses that the City is endeavoring to promote.

D. The large number of mini-storage/warehouse facilities within and around the City of Woodland contribute to an overall negative aesthetic image and do not promote complete neighborhoods, active living, neighborhood interaction, or economic development.

E. Adoption of a moratorium on mini-storage/warehouse facilities will provide the City with an opportunity to review and revise its Zoning Ordinance in order to prevent the current over-proliferation of mini-storage/warehouse facilities in the City from further expanding.

F. Due to the City's need to study and review its Zoning Ordinance, it is urgent that the City study and evaluate the options available to it regarding regulation of mini-storage/warehouse facilities to prevent the adverse impacts that may result from continued approvals and conditional approvals of mini-storage/warehouse facilities in the City.

G. Based on the above findings and all evidence in the record, there is a need to enact an urgency interim ordinance establishing a moratorium on all new mini-storage/warehouse facilities within the City of Woodland. This Ordinance is necessary for the preservation of the public health, safety, and welfare. It is the intent of the City Council that this Ordinance take effect immediately pursuant to Section 65858 of the Government Code.

Section 3. Moratorium. Based on the facts and findings set forth in the recitals and Section 2 of this Ordinance, the City of Woodland hereby establishes a moratorium on the establishment of new mini-storage/warehouse facilities anywhere in the City of Woodland. No application for a building permit, business permit, conditional use permit, or any entitlement for the establishment or expansion of a mini-storage/warehouse facility shall be processed or approved during the term of the moratorium established by this Ordinance.

Section 4. Moratorium Term. This Ordinance shall expire, and the moratorium established herein shall terminate, 45 days after the date of its adoption unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code section 65858.

Section 5. Planning Study. The Community Development Director shall promptly commence the review of the Zoning Ordinance and shall prepare all items necessary and appropriate in order to recommend to the City Council the appropriate Zoning Ordinance amendments and criteria for further regulation of mini-storage/warehouse facilities.

Section 6. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and establishment of a moratorium on mini-storage/warehouse facilities will have a significant effect on the environment because the Ordinance will maintain current levels of development and will not permit any mini-storage/warehouse facility that may have a significant impact on aesthetics or traffic levels. It is therefore exempt from any California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section 7. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once in an adjudicated newspaper in the City of Woodland.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Woodland City Council this 6th day of June, 2017.

ATTEST:

Ana B. Gonzalez, City Clerk

Angel Barajas, Mayor

Approved as to Form

Kara K. Ueda
City Attorney

Legislation Text

18.

File #: 17-0497, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Approval of \$1,000,000 Loan Commitment for Mutual Housing California's Phase 2 Multi-Family Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No._____, approving a 57-year term residual receipts loan with Mutual Housing California (Mutual) in the amount of \$1,000,000 with three percent (3%) simple interest for Mutual's Phase 2 multi-family project (39 farmworker units) at the southeast corner of Pioneer Avenue and Farmers Central Road and funding of the loan through the Spring Lake Affordable Housing and Affordable Housing In-Lieu Fee funds.

Staff Contact

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

Fiscal Impact

The proposed loan would be funded through existing and future revenues from the City's Spring Lake Affordable Housing and Affordable Housing In-Lieu Fee funds. The City collects a fee of \$1,100 for each market-rate single-family unit constructed in Spring Lake in order to provide 74 additional affordable units in Spring Lake. The fees known as Off-Site Fees are collected prior to final map approval and deposited into the Spring Lake Affordable Housing Fund. The fund balance was approximately \$757,000 in May. Separately, the City will be collecting affordable housing in-lieu fees from certain projects located in Spring Lake and a project located outside of Spring Lake. In most instances, the in-lieu fees are collected at building permit issuance. The City has started to receive affordable housing in-lieu fees from the Cal West development ("The Grove"). To date, the Cal West builder, Lennar Homes, has pulled twelve building permits, resulting in the payment of approximately \$30,000 in affordable housing in-lieu fee payments.

Based on the current fund balances of \$757,000 (Spring Lake Affordable Housing Fund) and \$30,000 (Affordable Housing In-Lieu Fee Fund), the City would need an additional \$213,000 to cover the \$1,000,000 loan for the Mutual Housing Phase 2 project. The following table details future affordable housing revenues the City expects to generate near term to cover the remainder of the loan while a second table details affordable housing revenues from five residential projects in Woodland. A portion of the loan would be disbursed at construction closing estimated to occur in April 2018 and the remainder at conversion of construction financing to permanent financing which is estimated to occur in February 2020. In the event that City does not have sufficient funds from the Spring Lake Off-Site and Affordable Housing In-Lieu fees to disburse the remainder of the loan in February 2020, the City would need to come up with other revenue sources.

Mutual's Phase 2 project will also generate revenue for the City. Mutual will pay development impact fees, Spring Lake Infrastructure Fees, and building permit fees. The estimated amount for the development impact fees is more than \$650,000.

Expected City Revenue Sources for \$1,000,000 Mutual Housing Phase 2 Loan

	Revenue Description	Amount	Date Received
1	Spring Lake Off-Site Fees	757,452	Current funds available
2	Affordable Housing In-Lieu Fees	30,400	Current funds available
3	Cal West Phase 1 - In-Lieu Fees (Builder - Lennar, remaining 62 lots for Phase 1, payment made at BP issuance)	157,067	May 2017 - Aug 2018
4	Cal West Phase 2 - Off-Site Fees (Payment made at final map for 67 lots)	73,700	Sep 2017
TOTAL		\$1,018,620	

Summary of Revenues from Spring Lake Off-Site and Affordable Housing In-Lieu Fees

	Revenue Description	Amount	Notes	Use for Mutual Loan?
1	Spring Lake Off-Site Fees	757,452	Current funds available.	Yes.
2	Affordable Housing In-Lieu Fees	30,400	Current funds available.	Yes.
3	Cal West - Off-Site Fees (Payment for remaining 3 phases of 4-phase project. Payment at final map.)	166,100		Yes, but only portion, 127,600, of total amount.
4	Cal West - Affordable Housing In-Lieu Fees (Payment for remaining 213 lots of 225-lot project. Payment at building permit.)	539,601		Yes, but only portion, 84,548, of total amount.
5	Spring Lake Central - Off-Site Fees (Payment for 375 lots. Payment at final map, project phased.)	412,500		No.
6	Spring Lake Central - Affordable Housing In-Lieu Fees (Payment for 375 lots. Payment at building permit, project phased.)	1,590,000		No.
7	Oyang North - Off-Site Fees (Payment for 112 lots. Payment at final map.)	123,200		No.
8	Oyang North - Affordable Housing In-Lieu Fees (Developer providing multi-family site to satisfy affordable obligation.)	-206,400	In-lieu fee credit will be applied to Oyang South in-lieu fee obligation.	No.
9	Oyang South - Off Site Fees (Payment for 250 lots, payment at final map.)	275,000		No.
10	Oyang South - Affordable Housing In-Lieu Fees (Payment for 250 lots, payment at building permit.)	1,445,000		No.
11	Prudler - Affordable Housing In-Lieu Fees (Portion of fees, \$425,000, paid at first final map and remainder paid at building permit.)	1,098,200	Prudler located outside of Spring Lake. As a result, no off-site fees.	No.
TOTAL REVENUES		\$6,231,054		

Background

On July 20, 2010, the City Council approved up to \$910,000 in loan assistance for Mutual's Spring Lake project and a \$350,000 predevelopment loan. The Planning Commission approved Mutual's site plan and design review on July 21, 2011. Subsequently, Mutual decided to phase the project. The predevelopment loan was paid off when Mutual closed on its construction financing for Phase 1 (61 farmworker units and 1 manager's unit) in December 2013. At that time, the City disbursed a 57-year term residual receipts loan of \$910,000 with three percent (3%) simple interest. Construction of Phase 1 was completed in early 2015 and occupancy started shortly thereafter. A tentative parcel map to divide Mutual's 5.14-acre project site into two parcels and minor design modifications for Phase 2 (39 farmworker units) were approved by the Planning Commission on April 6, 2017. Similar to Phase 1, the units constructed for Phase 2 will be zero net energy.

Discussion

Mutual has submitted a request for a residual receipts loan in the amount of \$1,000,000 for a 57-year term with three percent (3%) simple interest for its Phase 2 project. With the residual receipts component, loan repayment could start prior to the 57-year period if the project's operational cash flows are sufficient. The loan would be secured by the property and improvements located at the site. While the City may receive residual receipts payments, it is unlikely that Mutual will fully repay the loan. However, as long as the City's loan is on the project, the City is able to ensure the property will remain affordable beyond even the 57-year term and able to monitor the project to confirm it continues to be used for low income households.

A loan agreement, promissory note, deed of trust, and affordable housing regulatory agreement would be executed for the loan. The City Council will be asked to review and approve the loan documents prior to execution. No loan disbursements would occur until Mutual has (1) secured its tax credit financing and (2) obtained any other financing necessary for the project. Mutual has already secured a \$3,000,000 loan from the U.S. Department of Agriculture (USDA) and ongoing rental assistance from USDA.

Mutual will submit a tax credit application to the California Tax Credit Application Committee (TCAC) at the end of this month. Phase 2 construction would start in spring 2018 if TCAC awards tax credits. The City loan commitment only applies to a tax credit application this year and Mutual would need to obtain a new City loan commitment for a subsequent tax credit application. Phase 2 will result in the construction 39 farmworker units: 4 extremely low income units at 30% area median income (AMI), 11 very low income units at 40% AMI, 15 very low income units at 50% AMI, and 9 low income units at 60% AMI.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving a 57-year term residual receipts loan with Mutual Housing California (Mutual) in the amount of \$1,000,000 with three percent (3%) simple interest for Mutual's Phase 2 multi-family project (39 farmworker units) at the southeast corner of Pioneer Avenue and Farmers Central Road and funding of the loan through the Spring Lake Affordable Housing and Affordable Housing In-Lieu Fee funds.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Kim McKinney
Finance Officer

Reviewed by: Christine Engel
CDD Director

Reviewed by: Ken Hiatt
Assistant City Manager - Community & Economic Development

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$1,000,000 LOAN COMMITMENT FROM THE SPRING LAKE OFFSITE AFFORDABLE HOUSING AND AFFORDABLE HOUSING IN-LIEU FEE FUNDS TO ASSIST MUTUAL HOUSING CALIFORNIA IN THE PHASE 2 CONSTRUCTION OF ITS 39-UNIT MULTI-FAMILY PROJECT AT THE SOUTHEAST CORNER OF PIONEER AVENUE AND FARMERS CENTRAL ROAD

WHEREAS, the City of Woodland assisted Mutual Housing California (Mutual) with construction of the first phase of its multi-family project (61 farmworker units and 1 manager's unit) by providing \$350,000 pre-development and \$910,000 57-year term residual receipts loans;

WHEREAS, Mutual plans to submit an application to the California Tax Credit Allocation Committee in June 2017 to obtain tax credits to assist with construction of its Phase 2 project and a successful application will allow Mutual to start construction of the 39 farmworker units in Spring 2018;

WHEREAS, Mutual has requested that the City provide a \$1,000,000 57-year term residual receipts loan with an interest rate of three percent (3%) simple interest; and

NOW THEREFORE BE IT RESOLVED, that the City of Woodland approves a loan commitment of \$1,000,000 for a 57-year term residual receipts loan with three percent (3%) simple interest for Mutual Housing California's 39-unit Phase 2 multi-family project at the southeast corner of Pioneer Avenue and Farmers Central Road with funding of the loan through the Spring Lake Offsite Affordable Housing and Affordable Housing In-Lieu Fee funds subject to the conditions that no loan disbursements will occur until Mutual has (1) secured its tax credit financing and (2) obtained any other financing necessary for the project. The City loan commitment only applies to a tax credit application submitted by Mutual this year and a new City loan commitment is required if Mutual submits a tax credit application for a subsequent year.

PASSED AND ADOPTED this 6th day of June, 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

19.

File #: 17-0488, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Petition to Prepare the Woodland Research and Technology Park Specific Plan

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, accepting the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application (PLNG17-00017); initiating the specific plan process; directing the formation of a Technical Advisory Committee; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicant including specific payment terms and the continued use of the wells located within the project site for agricultural irrigation purposes (**Attachment 1**);
2. Adopt Resolution No. _____, to approve a contract agreement with AECOM in the amount of \$206,510 for the preparation of the environmental review of the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments, as necessary, up to 20% of the agreement amount;
3. Adopt Resolution No. _____, to approve a contract agreement with Fehr and Peers in an amount of \$188,000 for the preparation of the Transportation Impact Study (TIS) and related support work for the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments, as necessary, up to 20% of the agreement amount; and
4. Adopt Resolution No. _____, to approve a contract agreement with Ponticello Enterprises Consulting Engineers, Inc., in the amount of \$140,400 for project management services and authorize the City Manager to execute the agreement and any amendments, as necessary, up to 20% of the agreement amount.

Staff Contact:

Erika Bumgardner, Senior Planner - (530) 661-5886; Erika.bumgardner@cityofwoodland.org

Fiscal Impact

There will be no General Fund impact associated with processing the specific plan application. All application processing costs will be covered by the project applicant as outlined in detail below (see "Project Funding Agreement" section). As part of the project evaluation, a fiscal impact analysis will be prepared to identify the potential positive and negative fiscal impacts if the project. As part of the project entitlements, the applicant will be required to enter into a development agreement with the City which will include terms necessary to address any fiscal deficits resulting from the project.

Project Background and Proposal

The City of Woodland received Planning Application PLNG17-0017 for the Woodland Research and

Technology Park Specific Plan (“Specific Plan”) on March 6, 2017. The project, initiated by the majority landowner within the proposed Specific Plan boundary and in communication with the remaining four property owners, encompasses 351 acres southeast of Farmer’s Central Road and Highway 113. The attached project narrative describes the Specific Plan area **as** *“a new technology hub for the City of Woodland, intended to serve an array of research and technology companies interested in locating and growing near U.C. Davis, and other research and technology institutions within the Sacramento region”* (see **Attachment 5**). As envisioned, the plan aligns with the goals and policies prescribed for the southern “new growth” areas by the 2035 General Plan.

The City of Woodland Municipal Code, Chapter 24A provides that *“private parties wishing to use a specific plan to implement general plan policy shall petition the city requesting permission to prepare a specific plan for their project.”* The Community Development Department is responsible for reviewing the proposal and preparing a report and recommendation to the Planning Commission and City Council on whether the petition should be accepted or denied. Upon review of the department’s recommendation, and the recommendation of the Planning Commission, the City Council is asked to adopt a resolution initiating the specific plan process. The City Council shall also direct the formation of a technical advisory committee and consider formation of a citizens advisory committee to assist in the preparation and review of the specific plan proposal.

On May 18, 2017, a petition to prepare the Woodland Research and Technology Park Specific Plan was considered by the Woodland Planning Commission. The Commission voted unanimously (7-0-0) to recommend that the City Council accept the petition based on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the City of Woodland General Plan.

To assist the City Council in its consideration of this petition, the following information and analysis is provided:

- General overview of the purpose and requirements of a “specific plan”
- Analysis of the proposed Woodland Research and Technology Park Specific Plan’s conformance with the city’s 2035 General Plan
- A proposed 15-month timeline for preparation of the Specific Plan and public outreach strategy
- Recommendation regarding the formation of a Technical Advisory Committee

What is a Specific Plan?

A specific plan is a tool for carrying out the goals and policies identified in a city’s general plan in an orderly and systematic fashion. A specific plan may broadly describe policy concepts, or may provide a detailed vision and implementation strategy including development form, type and intensity of uses as well as infrastructure analysis, design and a financing strategy for the installation of public improvements. Local discretion is permitted in the development of a specific plan, however all specific plans must adhere to and included certain requirements as provided for in California Government Code Sections 65450-65457.

The Government Code outlines the required elements of a specific plan including text and/or diagrams that specify all of the following in detail:

1. The distribution, location, and extent of the uses of land, including open space, within the area covered

by the plan.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
4. A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out paragraphs (1), (2), and (3).

Lastly, the specific plan shall include a statement of the relationship of the specific plan to the general plan. State law allows for the inclusion of other topic areas within the specific plan, which are necessary or desirable for the implementation of the general plan.

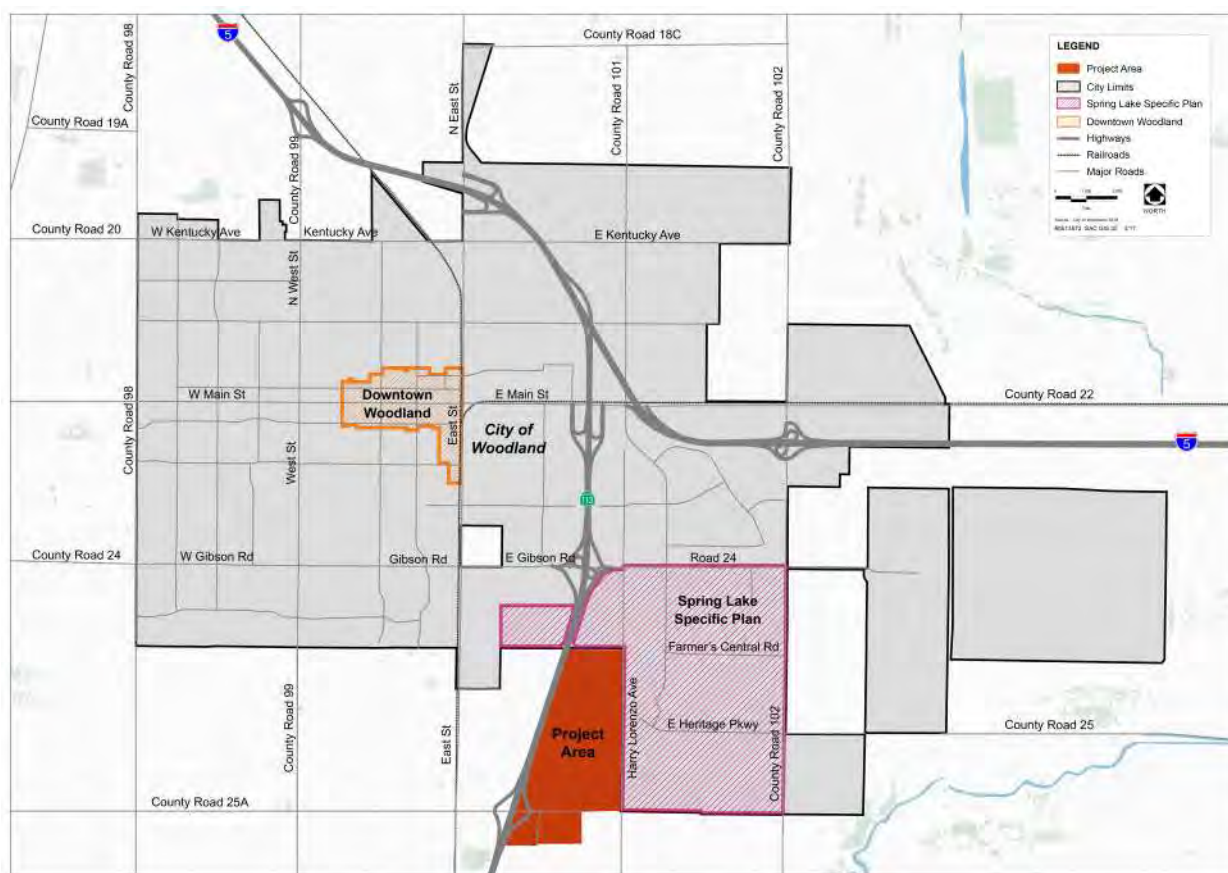
Project Entitlements. Prior to implementation of a specific plan, various entitlements are required and entail approval action by the City Council as the lead agency and/or other responsible agencies such as the Yolo Local Agency Formation Commission (LAFCo). The following entitlements (typical of specific plans generally) will apply to the proposed Woodland Research and Technology Park project:

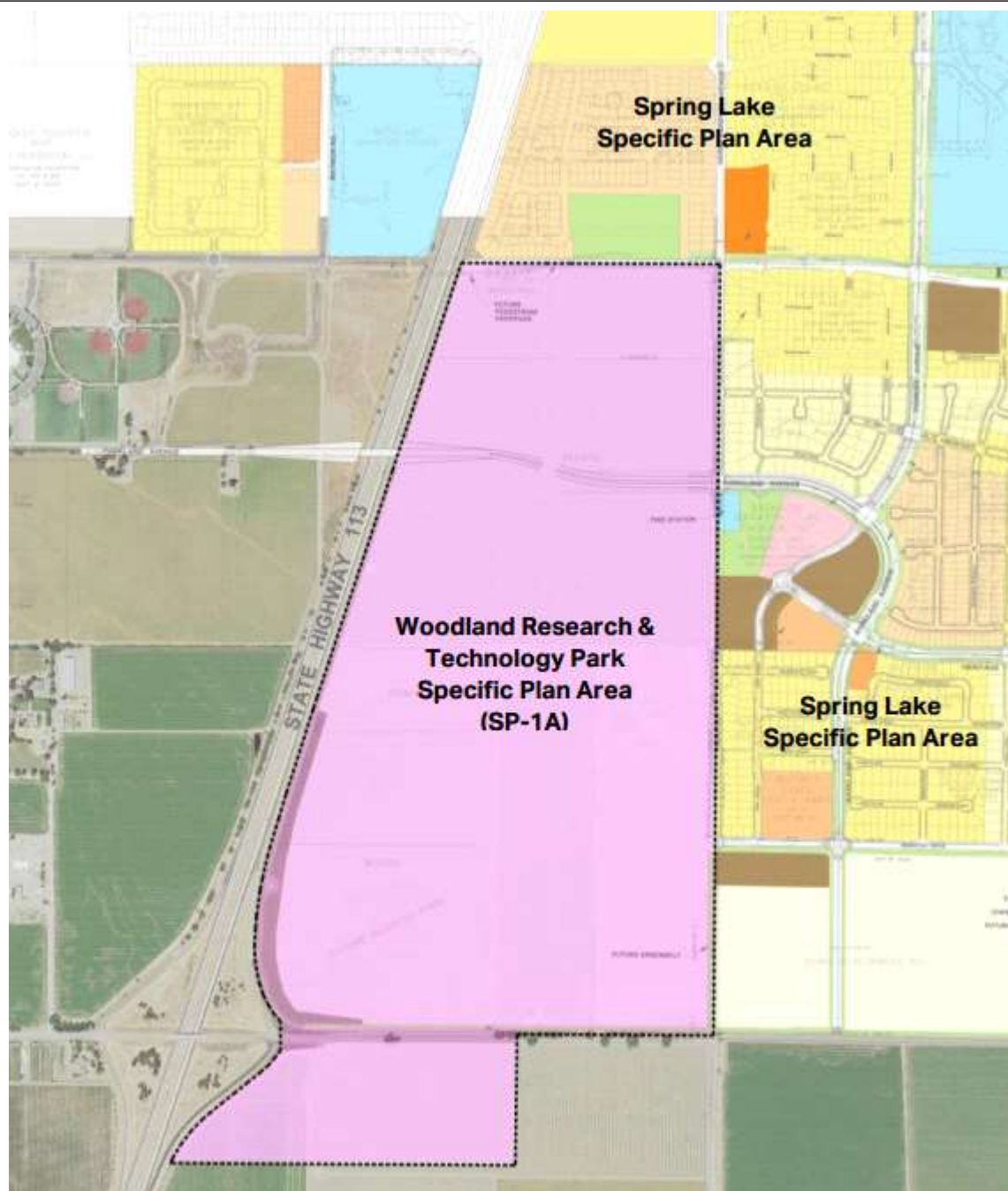
1. **Certification of EIR and Mitigation Monitoring Plan** - City Council will take action to approve and certify the project EIR and Mitigation Monitoring Program for the Specific Plan.
2. **Specific Plan Approval and General Plan Amendment** - City Council will take action to approve the Specific Plan and amend the General Plan to create a new City of Woodland land use designation of Woodland Research and Technology Park Specific Plan and amend the Woodland City Limits boundary. This action will also include approval of the land plan, project design guidelines and performance standards, affordable housing plan, climate action/greenhouse gas reduction strategies and a transportation demand management plan for the research/technology park and residential neighborhoods.
3. **Prezoning** - City Council will take action to approve the “pre-zoning” of the land within the specific plan boundary based on the approved land plan in preparation of subsequent annexation of the project site into the Woodland City Limit.
4. **Development Agreement** - City Council will approve a Development Agreement for the WRTP to provide certainty and mutual assurances to the City and the project applicant regarding plan build out.
5. **Annexation** - City Council will authorize and direct staff to pursue annexation of the project area into the city limits. A City/County tax sharing agreement will require City Council approval as part of this process.

Prior to City Council action on the above listed entitlements, a fiscal impact report and establishment of project financing mechanisms will be provided to council for its consideration. The project shall comply with the City’s Affordable Housing Ordinance including any updates or revisions to the ordinance, or a project specific affordable housing program will be developed and shall require approval by the City Council concurrent with the approval of the Specific Plan. The project shall also comply with the City’s Agricultural Land Mitigation Ordinance, which will be developed on a separate but concurrent timeline as a follow-on to the 2035 General Plan adoption.

Woodland Research and Technology Park

Location. The proposed Woodland Research and Technology Park (WRTP) Specific Plan area is comprised of all or portions of six (6) individual parcels of land encompassing 351 acres and is located adjacent to the Spring Lake Specific Plan to the north and east, Road 25A and the Urban Limit Line to the south, and is bound by State Route 113 (SR 113) to the west. The proposed Specific Plan is located in one of the three subareas designated within the 2035 General Plan as Specific Plan 1 (SP-1), specifically “SP-1A.” West of SR 113 are “SP-1B” and “SP-1C,” the other two subareas of the south new growth area. Northwest of the specific plan area, across SR 113, is a private (K-12) school, residential development, and the City of Woodland Community and Senior Center. The southern boundary of the Specific Plan, at the SR 113 / 25A interchange, is about 7 miles from the heart of the UC Davis campus (at the SR 113 / Hutchison Drive interchange).





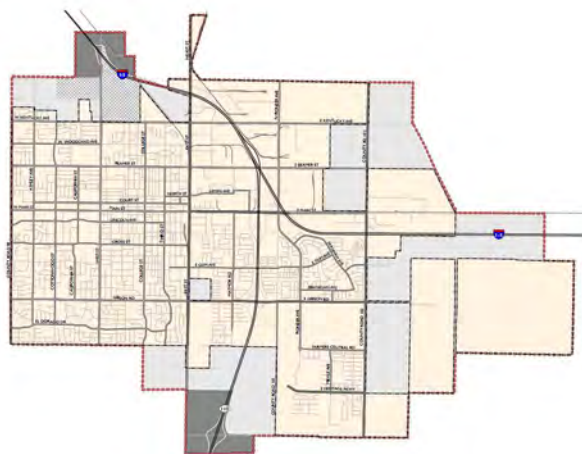


FIGURE I-2: PLANNING AREA



Approximately 316 acres of the proposed Specific Plan fall within the City's Sphere of Influence (SOI) and the remaining 35 acres are located outside of the SOI, but within the Urban Limit Line (see 2035 General Plan Figure 1-2 below). The SOI boundary will be amended within the coming months as a follow-on to the May 16, 2017 adoption of the 2035 General Plan and will be made consistent with the boundary of the Urban Limit Line. The entire Specific Plan area will require annexation into the City of Woodland city limits as anticipated in the 2035 General Plan.

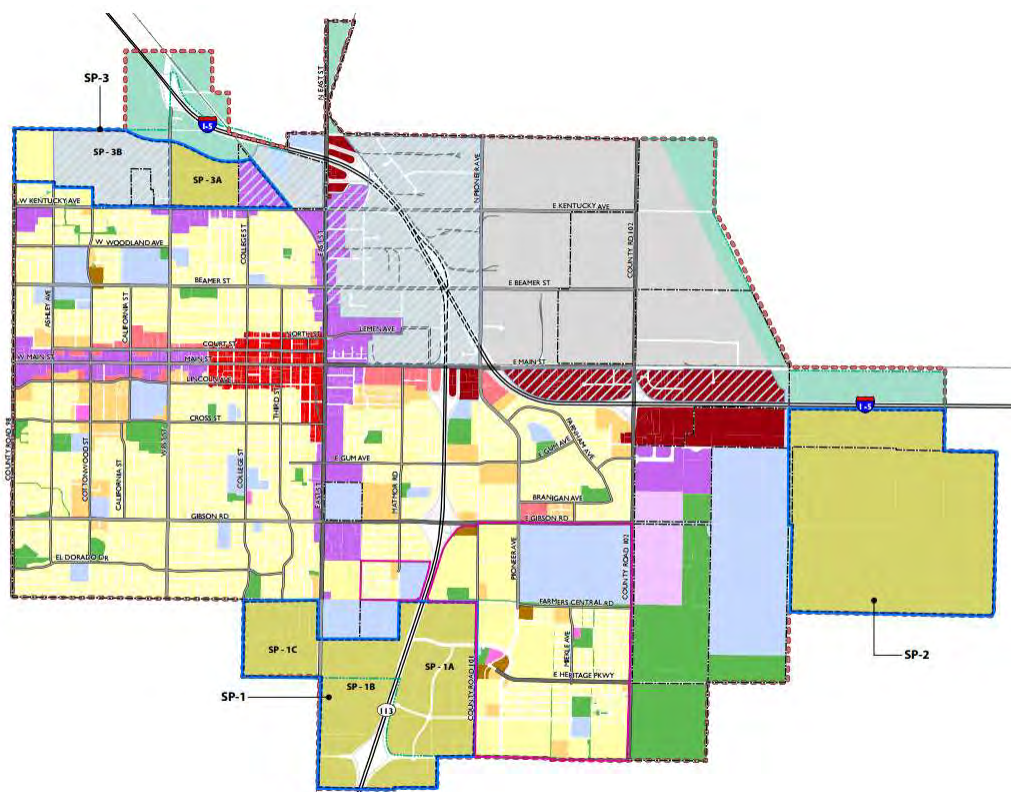
Purpose. The W RTP Specific Plan is envisioned as a dynamic innovation and technology hub where leading-edge companies can connect with start-ups and business incubators in a physically compact, walkable, bikeable and connected setting. The Specific Plan proposes a mix of uses including business/technology park, office, retail and housing of varying densities. As provided for in the project description:

“The Specific Plan is proposed as a new type of employment center that also includes a range of housing options, a commercial mixed-use town center focused around a central green and connected by a multi-modal street network and trail system. Although the City anticipates that agricultural-related research will be a major focus at the Specific Plan, the plan will also support an environment of innovation in flexible formats for a wide variety of businesses in medical and veterinary, bio-tech, engineering, and other fields.”

The proposed land plan (**Attachment 5**) is intended to provide for a seamless transition between the predominately low-density Spring Lake neighborhood to the east and the higher intensity uses identified in the Specific Plan. Higher intensity uses and housing densities are located along the Highway 113 corridor and transition gradually to low-density detached housing compatible with the Spring Lake neighborhood.

FIGURE 2-5: LAND USE DIAGRAM

General Plan Conformity. On May 16, 2017, the Woodland City Council adopted the General Plan Update 2035. The new general plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process. The 2035 General Plan Figure 2-5 (copied below) identifies three areas within the Urban Limit Line designated for future Specific Plan development: SP-1 in the south, SP-2 in the east, and SP-3 in the north. As previously noted, the proposed W RTP Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area.



The 2035 General Plan envisions SP-1A to develop as a “mixed-use neighborhood anchored by a research and technology business park in the ‘Southern Gateway’...The highest intensity of development will occur within the business park area, providing a prime opportunity for job creation within Woodland. The remainder of these sub-areas will be largely residential within some open space and recreation areas.”

General Plan Land Use Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at CR 25 and SR 113. Policy 2.L.2 further specifies that the highest intensity development shall be concentrated “within and in close proximity to the business park area, with lower density, largely residential uses to the north.”

General Plan Land Use Policies 2.M.5 and 2.M.6 provide direction on green building and energy efficiency stating that neighborhoods in new specific plan areas shall “*strive for net-zero energy development...and facilitate the use of clean energy whenever possible.*” Similarly, new specific plan areas shall “*encourage sustainable, ‘green’ building practices and construction techniques so that structures are designed, built, and renovated in a sustainable and resource-efficient manner.*”

As outlined in the project application, the principles that will guide the development of the Specific Plan align with the general plan’s SP-1A new growth area goals and policies, as well as broader sustainability, job growth, diversification and economic development objectives, including:

- *Develop a state-of-the-art innovation center campus for high-technology offices, research and development, hotel, and employee-serving retail and recreational uses.*
- *Accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College to live and work in the community.*
- *Collaborate with UC Davis, Woodland Community College, and others to capture technology transfer to start-up businesses and growing mid-to-large size companies, reducing the loss of intellectual capital and revenue through regional out-migration.*
- *Create and support the seed, food, and agricultural-based industry currently doing business in and around Woodland.*
- *Ensure that roadways, utilities, and other infrastructure are installed to meet project needs and can be feasibly financed.*
- *Contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 Climate Action Plan for:*
 - *increased efficiency of buildings and other non-transportation energy use;*
 - *land use and transportation strategies that reduce vehicle miles traveled and facilitate use of alternative fuel vehicles;*
 - *enhancing the City’s urban forest through planting and management of trees in public parks, other open spaces, and public streets;*
 - *promoting recycled water use within the neighborhoods park and greenbelts; and*
 - *reduction in water use and waste generation.*
- *Create a successful Village Center that serves area residents and, along with the southern end of a proposed central green, provides a gathering place for workers, residents, and visitors.*
- *Integrate multi-modal transportation within project design, to reduce the use of single-occupant vehicles, and implement a Transportation Demand Management (TDM) Plan that increases the use of multiple modes of transportation, such as, public transit, bicycle, and pedestrian access to, from, and within the plan area.*

- *Facilitate bicycle use and walking through a combination of well-designed complete streets, protected bicycle lanes, where appropriate, and pedestrian / bicycle greenways that connect to parks and open spaces, as well as connects the Plan Area to Spring Lake at multiple points.*
- *Encourage active, healthy, living through connected streets with bicycle and pedestrian facilities, trails, accessible parks and open spaces with passive and programmed recreation, access to healthy foods (such as, through a farmers market and/or fresh produce market in the Village Center), and social gathering places.*
- *Promote flexibility in project design and implementation to respond to market demand through the phasing of construction and offering a variety of building types.*
- *Incorporate naturalized stormwater management in the plan area and individual projects, as feasible.*
- *Seek ways to complement and support Downtown Woodland by accommodating larger and other businesses, better suited for locations outside Downtown.*
- *Help provide vital connections to the existing Spring Lake community in planning for the density and intensity of land use and by promoting and extending bike paths, open space and recreational opportunities.*

The 2035 General Plan assumes 2.16 million square feet of nonresidential building space and 1,600 housing units within new growth area SP-1A. The proposed WRTP land use plan is consistent with these assumptions.

Project Timeline and Public Outreach Plan

Specific Plan Preparation. Upon receiving direction from the City Council to proceed with the preparation of the WRTP Specific Plan, the project applicant will launch an estimated 15-month process, in partnership with the City, to refine the proposed land plan, develop the precise guidelines and policies for implementation, and prepare the final Specific Plan document. Within this timeframe, an Environmental Impact Report (EIR) will be prepared. A comprehensive assessment of all aspects of the plan including bike and pedestrian connectivity, park amenities, land uses and intensities, economic development and employment opportunity, traffic and circulation, and infrastructure design and capacity will take place concurrently with the refinement and development of the plan. Consistent with 2035 General Plan Policy 2.B.1, the project will also analyze impacts of the proposed plan on the completion of infrastructure and amenities within existing specific plan areas that are still developing and recommend specific actions and/or phasing strategies that minimize or eliminate potential negative impacts to those areas including, specifically, the Spring Lake Specific Plan Area.

Various city departments, technical advisors, stakeholders and the Planning Commission and City Council will play active roles in this review process. The City will rely on professional environmental, fiscal, engineering, and traffic consultants to assist in the preparation of technical studies and reports that will guide implementation policy and standards for future development within the planning area. (A detailed discussion regarding consultant agreements provided below.)

Public Outreach. The WRTP Specific Plan policies, development standards and urban form characteristics will be shaped through outreach and feedback from residents of the adjacent Spring Lake neighborhood, the

broadier Woodland community and through strategic engagement with business and academic industry leaders from the agricultural and food technology sectors.

Over the past four years, the community has worked diligently to identify the policies and guiding principles that will guide future development within the General Plan SP-1A new growth area. The difficult task of laying the framework for future land uses, development densities and non-residential development was completed through the General Plan update process with significant participation and specific direction from residents of the adjacent Spring Lake neighborhood as well as the broader community. As such, it is staff's recommendation that public outreach and engagement in support of refining the Specific Plan take place through broader meeting and workshop settings. A broader workshop setting, which can be topic specific, allows all interested residents to ask questions and provide input into those issues most important to themselves and their families. Specifically, staff will be seeking feedback from Spring Lake residents regarding critical connections and transitions between the new growth area and the developing Spring Lake neighborhood. Additionally, based on comments received during the General Plan update process, Spring Lake residents should feel confident that the W RTP development phasing will not conflict or compete with the timely build out and completion of Spring Lake infrastructure and neighborhood amenities. This topic area will be studied and proposed development requirements and mitigation that address this concern will be presented to the City Council for review.

Assuming City Council direction to proceed with the project, an immediate next step will include the release of the Notice of Preparation of the Environmental Impact Report and subsequent public scoping meeting. Staff anticipates that the scoping meeting will jointly serve as an opportunity to discuss with interested residents key elements of the project. Feedback from attendees will be considered and, as appropriate, incorporated into the project description and scope for CEQA analysis.

As the draft and final Specific Plan policies, land plan and implementation measures are prepared; neighborhood and community meetings will be held to solicit public comment and to address any questions or concerns as they arise throughout the process. Additionally, information regarding the project can be found on the city's webpage including meeting notices and updates as well as environmental review documents as they become available.

Technical Advisory Committee. As provided for in the city's Municipal Code, staff recommends that the City Council direct staff to convene a Technical Advisory Committee ("TAC") to meet and discuss as necessary, key project issues and to review technical matters related to the refinement of the Specific Plan. The TAC will consist of representatives of city departments including Community Services, Finance, Police/Fire, Public Works and Community Development. Staff will also reach out to key agriculture and food industry leaders and representatives to help inform the infrastructure and development needs of these sectors. In response to comments received from City Council and the Planning Commission, particular attention will be paid to workforce development/job training opportunities. To that end, representatives from the school district, Woodland Community College and UC Davis, as well as representatives from the Workforce Investment Board and Chamber of Commerce will be invited to participate in the development of these policies and partnership opportunities.

It is anticipated that the TAC will convene as a group initially, but that review of specific topic areas will result in smaller, more focused meetings with appropriate TAC members throughout the review process.

Project Funding Agreement

The project applicant, Woodland Research and Technology Group, has agreed to reimburse the City for costs incurred in processing the Specific Plan application including all associated staff time review of the project and the use of professional service consultants under contract with the City for the preparation of technical studies and environmental analysis (see “Professional Services” section below).

As directed by City Council, the City will enter into an Agreement for Advance of Funds (**Attachment 1**), with the project applicant prior to initiating the next phase of project review. (Staff costs associated with the project “petition” are covered to date by the applicant through a separate funding agreement.) The advanced funding agreement outlines a payment plan proposed by the applicant to cover, in advance, all costs estimated to incur within a projected three-month project horizon. However, the Developer agrees that there shall always remain on deposit with the City a minimum of \$25,000 to cover anticipated costs to be incurred in the processing of the application. In the event, for any reason, the City’s request for further payments from applicant is not fully satisfied, the City reserves the right to cease processing of the application.

The funding agreement additionally provides assurances to the property owner that in preparing, processing, and administering the Woodland Research and Technology Park Specific Plan, the City will not impede the ongoing use of ag wells for agricultural purposes in and around the proposed plan area, or require the applicant to become a City water customer for agricultural irrigation purposes. This provision was included at the request of the project applicant and other WRTP group members.

Professional Services

In preparation of the Specific Plan, various technical studies and environmental review documents are required to inform land use, infrastructure, environmental mitigation and project phasing and financing strategies. The city will rely on the use of professional services consultants to assist in the development of these documents to keep the project on a 15-month time-frame. Staff is requesting City Council approval of contract agreements with the consultants listed below as well as authorization for the City Manager to execute such agreements. The selection of the following consultants was based on each consultant’s experience and direct involvement in the City’s General Plan update process and/or their unique experience and qualifications working on the Spring Lake Specific Plan and other projects within the city that will tie directly to the WRTP project as outlined in detailed below.

- **AECOM** - Contract Amount - \$206,510. Selection - On-call Planning Services List of Qualified Consultants (2013 Request for Qualifications). AECOM will assist the city in the preparation of environmental review documents pursuant to CEQA regulations and requirements, including the preparation of the Environmental Impact Report (“EIR”), and associated documents and notices. AECOM was selected based on their direct work on the General Plan EIR from which the WRTP project will tier, in accordance with California Environmental Quality Act (CEQA) guidelines. AECOM prepared both the General Plan EIR as well as the Climate Action Plan and has a significant understanding of the proposed project in relation to the growth and development objectives outlined within the General Plan. (See **Attachment 2** for complete scope of work)
- **Fehr and Peers** - Contract Amount - not to exceed \$188,000 (final budget amount to be determined based on final assessment of intersections and roadway segments to be modeled). Selection - Qualified Based Selection. Fehr and Peers will prepare the Transportation Impact Study (TIS) in support of the project EIR and related transportation support work in order to determine fair share costs for

transportation improvements. Fehr and Peers carries a significant amount of vested knowledge with the city's traffic model, having performed the traffic study for the General Plan and many development projects in the city. A preliminary scope of work has been developed for the purpose of estimating the contract amount. The final scope of work will be determined in consultation with environmental consultant once they are under contract.

- **Ponticello Enterprises** - Contract Amount - \$140,400. Selection - Sole-source contract consistent with the city's purchasing policy Section 17B-140. Ponticello Enterprises will provide project management services to the city including review of financing and infrastructure plans and Specific Plan services components including water, sewer, drainage, roadway design, circulation and various utilities. Ponticello Enterprises was selected based on their experience and knowledge of the city's policies, standards and procedures as well as the city's development process. The firm's extensive knowledge of the adjacent Spring Lake Specific Plan infrastructure and development master plans, to which the proposed WRTP Specific Plan will connect and complete, makes them uniquely qualified to serve in this capacity. (See **Attachment 4** for scope of work)

Additional consultant services will be used on a less extensive basis for the purposes of preparing specific services assessments for water, wastewater, sewer, storm drain/flood, and for the peer review of such assessments. The city will also retain the services of BAE Urban Economics to prepare the project fiscal impact analysis and market assessment, and to analyze potential impacts of the project on the continuing buildout of Spring Lake. EPS will be retained toward the latter half of the project to assist the city in preparing a public facility financing plan. Throughout the project, the professional planning and environmental services of Tschudin Consulting Group will be used to support staff and the consultant team with processing the application; providing expert advice related to land use, CEQA and related matters. These additional contracts fall within the award and signing authority of the Department Director or City Manager. All costs associated with these contracts will be covered by the applicant pursuant to the Advanced Funding Agreement.

Public Notification

Public notice advertising for the June 6, 2017 City Council hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- A one-eighth page legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within the planning area and within 300 feet of the proposed Specific Plan boundary.
- Notices were mailed to all property owners and occupants within the adjacent Spring Lake neighborhood.

Copies of the factual staff report for the proposed project have been on file at City Hall since June 2, 2017.

Planning Commission Recommendation

At its May 18, 2017 meeting, the Woodland Planning Commission unanimously voted (7-0-0) to recommend that the City Council accept the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application based on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the City of Woodland General Plan (see **Attachment 7**).

The Planning Commission expressed enthusiasm for the project moving forward. Members of the commission

provided initial comments and recommendations regarding job training and workforce development opportunities and encouraged partnerships with the Woodland Community College, local high schools as well as the Workforce Investment Board; the prioritization and completion of Spring Lake infrastructure and neighborhood amenities; the development and marketing of housing for Woodland residents and individuals and families working at the adjacent technology park; and the Planning Commission's role in developing design standards for future development within the Specific Plan area. One member of the public spoke, expressing support for the project and requesting that the use of renewable energy resources be included in the projects guiding principles for greenhouse gas reduction.

At its next meeting, the Planning Commission Chair will be asked to appoint two members of the commission to serve as Specific Plan subcommittee members. Working with staff, and through their participation in broader community meetings, the subcommittee will provide input into the development of the Specific Plan during the review process and deliver updates to the larger Commission on project status.

City Council Action

Petition to Prepare a Specific Plan. While much work and analysis is to come, the focus of the City Council at its June 6, 2017 meeting is to consider the proposed Specific Plan project summary and concept and decide if the proposal is consistent with the policy direction and intent of the 2035 General Plan and whether the boundaries of the proposed specific plan are appropriate as they relate to Policy 2.L.2 (outlined above) for the designated new growth areas.

It is staff's recommendation that the City Council approve the petition to prepare the Woodland Research and Technology Park Specific Plan. Staff finds that the project boundary overlaps precisely with the SP-1A boundary (which has undergone considerable review throughout the four-year general plan update process) and that the guiding principles for the Specific Plan are substantially consistent with the vision and policy statements for the build out of SP-1A as well as other applicable policies of the 2035 General Plan.

With this recommendation, the City Council is asked to approve and authorize the City Manager, or designee, to execute an Advanced Funding Agreement with the project applicant to cover city/staff costs associated with the review and preparation of the Specific Plan and for the city to enter into contract with three professional consulting firms, including AECOM, Fehr and Peers, and Ponticello Enterprises to assist staff in preparing and reviewing technical and environmental review documents.

RECOMMENDED ACTION:

Staff recommends that the City Council:

1. Adopt Resolution No. _____, accepting the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application (PLNG17-00017); initiating the specific plan process; directing the formation of a Technical Advisory Committee; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicant including specific payment terms and the continued use of the wells located within the project site for agricultural irrigation purposes (**Attachment 1**);
2. Adopt Resolution No. _____, to approve a contract agreement with AECOM in the amount of \$206,510 for the preparation of the environmental review of the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments,

- as necessary, up to 20% of the agreement amount;
3. Adopt Resolution No. _____, to approve a contract agreement with Fehr and Peers in an amount of \$188,000 for the preparation of the Transportation Impact Study (TIS) and related support work for the Woodland Research and Technology Park Project Specific Plan and authorize the City Manager to execute the agreement and amendments, as necessary, up to 20% of the agreement amount; and
 4. Adopt Resolution No. _____, to approve a contract agreement with Ponticello Enterprises Consulting Engineers, Inc., in the amount of \$140,400 for project management services and authorize the City Manager to execute the agreement and any amendments, as necessary, up to 20% of the agreement amount.

Prepared by: Erika Bumgardner, Senior Planner



Ken Hiatt, Assistant City Manager - Community and Economic Development

ATTACHMENTS:

- Attachment 1 - Resolution - Preparation of Specific Plan and Agreement for Advance of Funds
- Attachment 2 - Resolution - Professional Services Agreement - AECOM
- Attachment 3 - Resolution - Professional Services Agreement - Fehr and Peers
- Attachment 4 - Resolution - Professional Services Agreement - Ponticello Enterprises
- Attachment 5 - Project Summary
- Attachment 6 - General Application Form
- Attachment 7 - Planning Commission Resolution May 18, 2017

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING INITIATION OF THE REVIEW AND PREPARATION OF THE
WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN
COMPRISED OF 351 ACRES SOUTHEAST OF FARMER’S CENTRAL ROAD AND
HIGHWAY 113 AND AS IDENTIFIED IN THE 2035 GENERAL PLAN AS “SP-1A”
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
FOR FUND ADVANCEMENT WITH THE PROJECT APPLICANT, WOODLAND
RESEARCH AND TECHNOLOGY GROUP, TO COVER ALL COSTS ASSOCIATED
WITH THE REVIEW AND PREPARATION OF THE SPECIFIC PLAN**

WHEREAS, on June 6, 2017, the City Council considered Planning Application PLNG 17-00017, a petition to prepare the Woodland Research and Technology Park Specific Plan (“Specific Plan”) located southeast of Farmer’s Central Road and Highway 113 consistent with the requirements as outlined in the Woodland Municipal Code Chapter 24A pertaining to Specific Plans; and

WHEREAS, Chapter 24A of the City of Woodland Municipal Code provides that private parties wishing to use a specific plan to implement general plan policy shall petition the city requesting permission to prepare a specific plan for their project and that upon consideration of the petition, the City Council shall accept the petition, adopt a resolution initiating the specific plan process and direct the formation of a technical advisory committee; and

WHEREAS, on May 18, 2017, the City of Woodland Planning Commission voted unanimously (7-0-0) to recommend to the City Council acceptance of the petition to prepare the Specific Plan in accordance with Chapter 24A of the Woodland Municipal Code, which requires the Planning Commission base its recommendation on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the general plan; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the acceptance of the petition to prepare a specific plan is subject to the general rule and CEQA exemption that 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, no further environmental review is required just for acceptance of the petition; and

WHEREAS, pursuant to CEQA, if the petition to prepare the specific plan is accepted by the City Council, an Initial Study and Environmental Impact Report shall be prepared for the project; and

WHEREAS, the 2035 General Plan identifies three areas within the Urban Limit Line designated for future Specific Plan development: SP1 in the south, SP-2 in the east, and SP-3 in the north; and

WHEREAS, the proposed Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area as identified in “Exhibit A;” and

WHEREAS, the 2035 General Plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process; and

WHEREAS, the principles that will guide the development of the Specific Plan align with the 2035 General Plan's SP-1A new growth area goals and policies, as well as broader job growth, diversification and economic development objectives; and

WHEREAS, the City Council finds it beneficial to establish a Technical Advisory Committee consisting of representatives of key city departments and agricultural and food industry leaders to meet and discuss as necessary, key project issues and to review technical matters related to the refinement of the Specific Plan; and

WHEREAS, the project applicant, Woodland Research and Technology Group ("Applicant") has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement ("Exhibit B"), including specific provisions pertaining to the ongoing use of on-site agricultural wells for agricultural irrigation purposes and pertaining the cost recovery of Applicant's costs associated with Specific Plan processing and administration, which shall be entered into by the Applicant and City prior to the commencement of any future work on the project by City staff or consultants; and

WHEREAS, the project applicant understands that entering into an Agreement for Fund Advancement does not in any way limit the City or City Council's discretion to adopt, deny, or amend the Project or any of its entitlements or conditions; and

WHEREAS, pursuant to the Woodland Municipal Code, staff mailed a hearing notice to all property owners within an area exceeding a three hundred foot radius of the subject property and a hearing notice was published ten days prior to the hearing in the Daily Democrat. Additionally, hearing notices were mailed to all property owners and occupants within the Spring Lake Specific Plan area located immediately east of the project site; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date and wishes to initiate the preparation of the Woodland Research and Technology Park Specific Plan project and authorize the execution of the Agreement for Fund Advancement through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby:

1. Accept the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application (PLNG17-00017) and authorize the initiation of the specific plan process based on a finding that the proposed boundaries and guiding principles of the specific plan area are appropriate and consistent with the policies of the City of Woodland 2035 General Plan; and
2. Authorizes the City Manager, or his designee, to execute an Agreement for Fund Advancement (Exhibit B) with the Project Applicant to cover all costs associated with the review and preparation of the Specific Plan.

PASSED AND ADOPTED this _____ day of _____ 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

Exhibits:

- A. Specific Plan Location Maps
- B. Agreement for Fund Advancement

EXHIBIT A Specific Plan Location

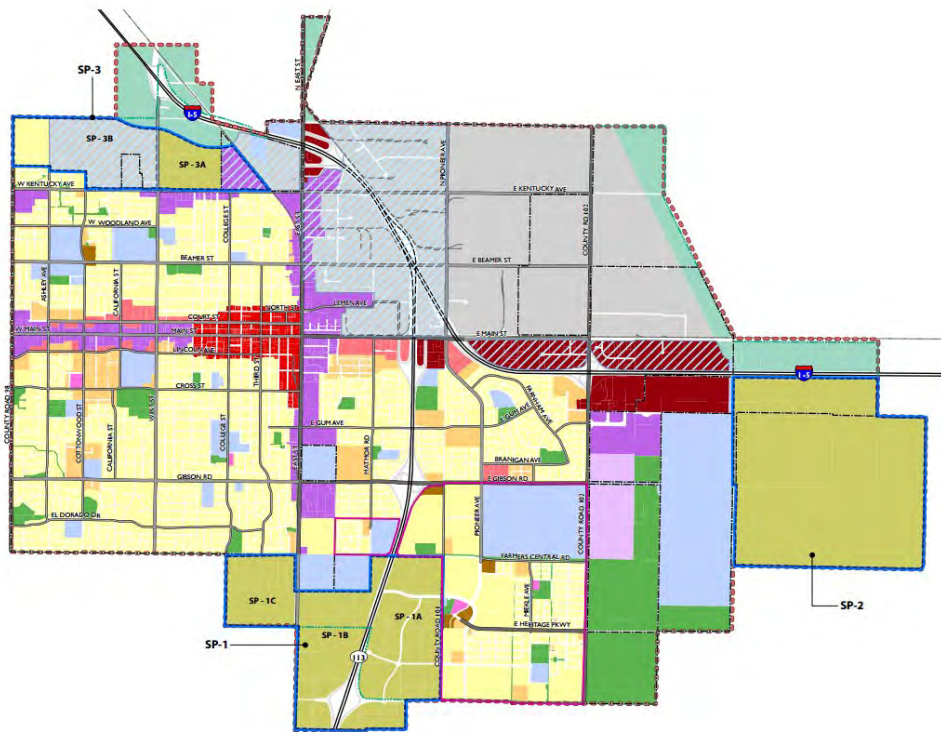
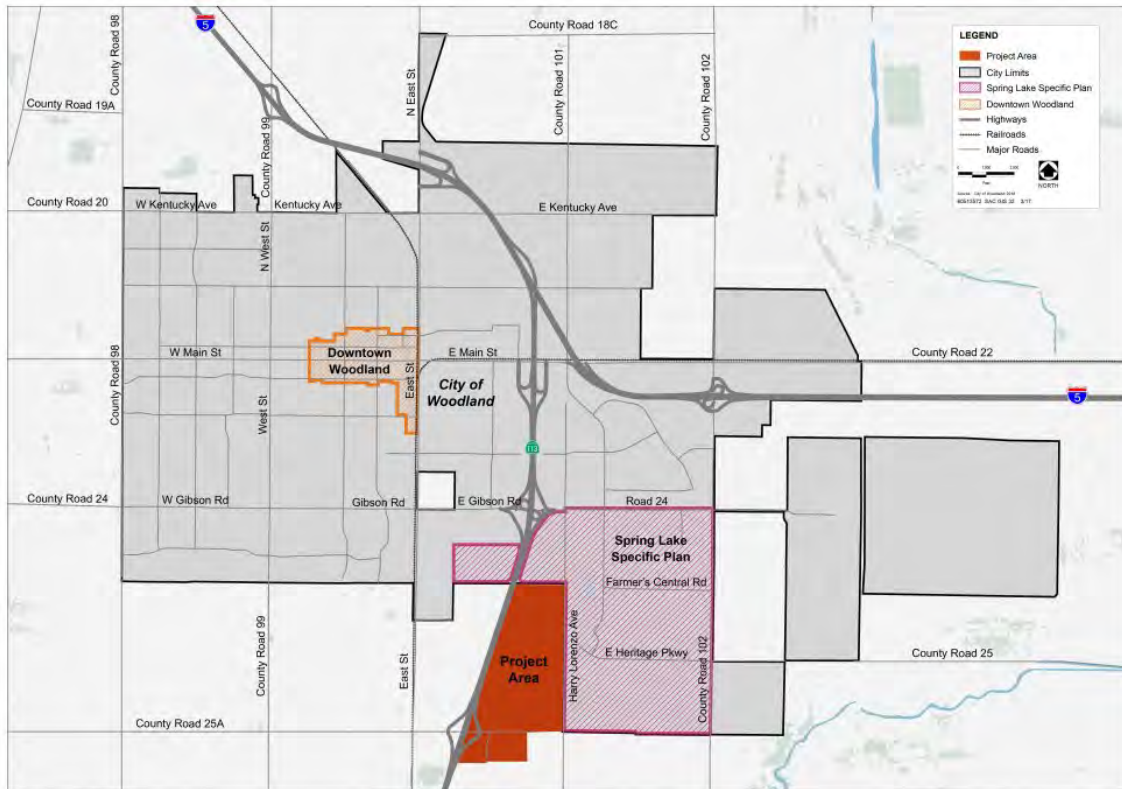


EXHIBIT B

AGREEMENT FOR ADVANCE OF FUNDS

This Agreement for Advance of Funds (“Agreement”) is made as of _____, 2017, by and between _____ (“Developer”) and CITY OF WOODLAND, a municipal corporation (the “City”), each of whom is referred to as a “party” and together as the “parties.”

1. Developer has applied to the City for various project approvals and entitlements for a project referred to as the Woodland Research and Technology Park Specific Plan (“Project”) and understands and agrees to pay for the City’s costs associated with its application. Developer agrees to advance the sum of NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$975,000) (the “Funds”), anticipated to occur on a quarterly basis in advance of anticipated costs to be incurred within a projected three-month project horizon, or as necessary to maintain a minimum deposit as specified in Section 3(e) of this Agreement. The Funds shall be used to reimburse the City for costs incurred in processing the application submitted by Developer in connection with the scope of work described in “**Exhibit A**”, attached hereto and incorporated herein by this reference. The advance of Funds shall be made to the City upon execution of this Agreement by Developer.

2. City shall deposit the Funds in the City’s Pre-Development Agreement Fund and shall separately account for Developer’s project. The Funds shall be used, in the sole discretion of the City, to fund or aid in the funding of certain planning services, supplies, and other costs incurred by the City in processing Developer’s planning application(s). It is understood and agreed that Developer intends to advance the Funds to the City, and not to any officer or employee of the City. The Funds are not limited to the use of any individual of the City, but are generally available for use by the City in processing Developer’s planning application, without regard to the official status of the employee(s) dealing with said Funds.

3. Developer fully understands and agrees to each of the following:

a. Subject to the sole limitation of paragraph 2, the City, in the exercise of the sole discretion of its officials, agents, or employees, shall decide how the Funds are spent and whether all or a portion of the Funds shall remain unspent. The City makes no promise, representation, or warranty, express or implied, that the Funds will be used in any particular manner, except that the Funds shall be used in connection with the processing of the Developer’s planning application(s).

b. The application, the factual information gathered in processing the same, and planning or recommendations resulting therefrom (herein “the Work Product”) shall be unconditionally the property of the City, within its full ownership and control. Developer shall have no property right of any nature in the Work Product. The City shall not be required, nor shall the City have a duty, except as may be required by law, to produce the Work Product for inspection by Developer, nor to account for the Work Product to Developer.

c. The City shall consult with the Developer regarding the selection and/or hiring of any consultant. The City shall retain final discretion as to the selection, hiring, assignment, supervision, and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City in completing the application process.

d. Developer shall not directly or indirectly exercise supervision or control over any employee, agent, or consultant of the City engaged in the Project. Developer and its agents or representatives may, however, provide information to the City or any employee, agent or consultant of the City with respect to the Project.

e. Developer acknowledges that the Funds paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the application process, and that periodically, as the need arises, Developer may be called upon to make further payments. The Developer agrees that there shall always remain on deposit with the City a minimum of TWENTY FIVE THOUSAND DOLLARS (\$25,000) to cover costs to be incurred in the processing of the application(s). In the event, for any reason, the City's request for further Funds from Developer is not fully satisfied, the City reserves the right to cease processing of the application(s) and to cancel same.

f. Developer hereby represents and warrants that the Funds offered and accepted by the City under the terms of this Agreement are unencumbered and that their advance in no way violates the right of, nor is it subject to any claim of, any person.

4. If, after final Project consideration by the City Council and the termination of all applicable statutes of limitations, any portion of the Funds has not been expended or committed for expenditure, the City shall return to Developer such unexpended or uncommitted amount in the form of a check within 45 days of such date. As of that date, this Agreement shall terminate and shall have no further force and effect.

5. Each of the covenants, conditions and statements contained in this Agreement was and is a material inducement to the City to accept the advance of Funds. But for the covenants, conditions, and statements herein, and each of them, the City would not have accepted the Funds.

6. Developer understands that entering into this Agreement does not in any way limit the City or City Council's discretion to adopt, deny, or amend the Project or any of its entitlements or conditions. Each party understands and acknowledges that if the City Council of the City of Woodland adopts the Specific Plan and other entitlements for the Project, that the City Council will consider at the same time establishing a fee pursuant to City of Woodland Municipal Code section 24A-3-100 and Government Code Section 65456 that would allow the City and/or Developer to recover the costs of preparation, processing, and administration of the Project, including costs incurred pursuant to Division 13 of the California Public Resources Code. If adopted by the City Council, Developer desires the fee to be collected pro-rata on a per acreage basis with the first discretionary entitlement made by each property owner within the Specific Plan Area.

7. Each party understands and agrees that Developer and other property owners (“Well Users”) within the Project area currently use agricultural water wells on their property and that Well Users plan to continue to use the agricultural wells for agricultural irrigation purposes during the term of this Agreement. The City of Woodland and Developer agree that the Project shall recognize the Well Users’ use of the existing agricultural wells and plan the project in a manner that avoids adverse impacts to continued operation of the wells.

8. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions, and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions, or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

9. This Agreement shall be a public record of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

CITY OF WOODLAND

Dated: _____

By: _____
Paul Navazio
City Manager

ATTEST

Ana B. Gonzalez
City Clerk

DEVELOPER

Dated: _____

By: _____
_____, TITLE

EXHIBIT A

Processing of Woodland Research and Technology Park Specific Plan, including but not limited to City staff and consultant time for review and processing of entitlements.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
FOR AECOM, TECHNICAL SERVICES, INC. TO PREPARE ENVIRONMENTAL
REVIEW DOCUMENTS FOR THE WOODLAND RESEARCH AND TECHNOLOGY
PARK SPECIFIC PLAN PROJECT**

WHEREAS, on June 6, 2017, the City of Woodland (“City”) authorized City staff to proceed with preparation of the Woodland Research and Technology Park Specific Plan (“Specific Plan”) as proposed by the Woodland Research and Technology Group (“Applicant”) (PLNG17-00017); and

WHEREAS, the 2035 General Plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process; and

WHEREAS, the 2035 General Plan identifies three areas within the Urban Limit Line designated for future Specific Plan development, which are referred to as: (1) SP1 in the south, (2) SP-2 in the east, and (3) SP-3 in the north; and

WHEREAS, the proposed Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area depicted in the Land Use Map of the 2035 General Plan; and

WHEREAS, the City of Woodland wishes to enter into a professional services agreement (“Agreement”) with AECOM, Technical Services, Inc. (“Consultant”) to prepare the environmental review documents pursuant to the California Environmental Quality Act including a project level Initial Study and Environmental Impact Report as outlined in the attached Scope of Work (“**Exhibit A**”) for an amount not to exceed Two Hundred Six Thousand Five Hundred Ten Dollars (\$206,510); and

WHEREAS, the Applicant has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement, which shall be entered into by the Applicant and City prior to the commencement of any future work on the Specific Plan and prior to execution of the Agreement; and

WHEREAS, AECOM, Technical Services, Inc. was selected through a quality based selection (Request for Qualifications) process; and

WHEREAS, AECOM, Technical Services, Inc. is experienced and qualified to prepare environmental review documents and has extensive knowledge of the project area in relation to the City’s 2035 General Plan adopted on May 16, 2017, for which AECOM also prepared the environmental review documents; and

WHEREAS, the City Council of the City of Woodland 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 consultant services agreement with AECOM Technical Services, Inc., in the amount of \$206,510 for the preparation of environmental review documents for the Woodland Research and Technology Park Specific Plan and authorizes the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20% of the agreement amount. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED this _____ day of _____ 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

Exhibits:

A – Scope of Work

EXHIBIT A: WOODLAND RESEARCH & TECHNOLOGY PARK SPECIFIC PLAN EIR SCOPE OF SERVICES**INTRODUCTION**

As you know, the General Plan assumes land use change within the Specific Plan Area. The GPU will require that a Specific Plan, consistent with State law, be adopted to direct urban development in a coordinated, master planned manner across multiple properties with adequate provision of infrastructure and public facilities to support that development.

We drafted the General Plan and EIR in a way that supports the “partial exemption” described in Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183. For this EIR, we would cross reference language on this topic included in the General Plan and EIR, and identify “uniformly applied development standards” that are used to focus this EIR on issues that are peculiar to the parcel, rather than issues that have been adequately addressed by the General Plan EIR.

TASK 1 PROJECT INITIATION**1.1: Kick-off Meeting**

The AECOM team will attend 1 kick-off meeting with City staff to confirm and clarify the vision and goals of the project, confirm the project timeline, review the scope of services and key milestones, and discuss the strategy for team communication and community outreach. We anticipate that the City may invite the project applicant and applicant representatives to the kick-off meeting.

We will confirm, at this kick-off meeting, the appropriateness of our assumptions on data availability. We will confirm whether technical documents that will inform the EIR impacts analysis and significance conclusions can be directly incorporated, or whether the City would prefer some level of peer review, prior to incorporation. We assume that the following studies have been completed or are underway:

- ▶ Phase I Environmental Site Assessment (ESA)
- ▶ Traffic study;
- ▶ Storm drainage, water, and sewer studies/master plans;
- ▶ Water supply assessment; and
- ▶ Dry utility plans (i.e., electrical, natural gas, and communications).

We will obtain copies of documentation relevant to the site and the project and draft an Information Needs List that identifies any data gaps for the EIR. We recommend a discussion of General Plan mitigating policies and implementation measures and the Specific Plan’s approach for incorporating this guidance. We will coordinate with Community Development Department staff and the City Attorney to receive input on the preferred format for use of the partial exemption within the EIR as a part of project initiation.

Task 1.1: Deliverables

- ▶ Kick-off meeting
- ▶ Information Needs List

TASK 2 NOTICE OF PREPARATION AND PUBLIC SCOPING

Task 2.1: Notice of Preparation

We will prepare 1 draft and 1 final Notice of Preparation (NOP) that includes a brief project description, a vicinity map, and a summary of the potential significant effects on the environment. The NOP will describe where project documents are available for review, where written comments on the scope of the EIR may be sent, and the deadline for submitting comments. The NOP will also identify the date and location of a public scoping meeting. We recommend that the project description in the NOP also include preliminary project objectives, which we assume would be prepared by either the Specific Plan applicant, the City, or a combination of both.

We will hand deliver the NOP to the State Clearinghouse. We assume the City will circulate the NOP among agencies and interested parties that would not be noticed through the State Clearinghouse process. Following the close of the NOP period and after the scoping meetings, we will review all comments and determine whether any issues require a modification to the scope of services. Environmental issues raised in the NOP will be briefly summarized (along with NOP comments) in the introductory section of the EIR.

Task 2.1: Deliverables

- ▶ Draft and final Notice of Preparation (electronic)
- ▶ One (1) hard copy of the final Notice of Preparation delivered to the State Clearinghouse

Task 2.2: Scoping Meeting

AECOM will facilitate 1 public scoping meeting during the NOP comment period to gather additional public and agency comments on the scope of the EIR. The AECOM PM will attend and facilitate this meeting. AECOM will prepare a PowerPoint presentation, a comment form to help direct participants, and a sign-in sheet. We assume the City will provide the venue for the scoping meeting and notice the meeting.

Task 2.2: Deliverables

- ▶ 1 public scoping meeting
- ▶ PowerPoint presentation, comment form, and sign-in sheet (all electronic)

TASK 3 ADMINISTRATIVE DRAFT EIR

AECOM will prepare an Administrative Draft EIR to address the impacts of implementation of the Specific Plan. Our analysis will be structured in a way that is consistent with CEQA statutes and relevant case law. We assume that various environmental policies and standards developed for the General Plan will be applied to Specific Plan, in order to reduce or avoid significant impacts. Certain environmental policies and standards from the General Plan would require incorporation into the design of the Specific Plan, while others would be embodied in narrative Specific Plan design standards or guidelines. We assume that City staff, including Community Development Department staff and the City Attorney, will review the Administrative Draft EIR and provide one set of consolidated comments. Following is more detail on each proposed EIR section.

Executive Summary

We will prepare an executive summary, consistent with CEQA Guidelines Section 15123, that presents the conclusions of the EIR using clear language easily understood by the public. The executive summary will have a short introduction, project description, and descriptions of alternatives. We recommend that the executive summary also describe the relationship of the proposed Specific Plan to the General Plan

and EIR. We will prepare summary discussions of each environmental issue evaluated in the EIR, with a focus on the most critical issues raised in the EIR. The summary will discuss known areas of controversy, including issues raised by agencies and the public. A summary table will identify each impact, the significance of each impact before mitigation, all mitigation measures, and the significance of each impact after mitigation.

Introduction

The introduction to the EIR will describe the organization of the EIR, type and use of the EIR, the environmental review process, the focus of the EIR analysis, the relationship with the General Plan and General Plan EIR, lead and responsible agencies, and opportunities for public comment.

Project Description

The project description will be based on the NOP, but with substantially greater detail, and will include: the regional and local setting; project history; project objectives; project characteristics; phasing; and other information important to understanding the proposed project. This information will be developed by the applicant team as a part of the Specific Plan.

Aesthetics

AECOM will evaluate the visual impacts of the proposed project from existing and future public viewpoints. The findings of the analysis will be based on the guidance provided by CEQA Guidelines, which identify aesthetic effects that could be significant if a project would have a substantial adverse effect on a scenic vista, substantially damage scenic resources, or substantially degrade the existing visual character.

We will describe the existing visual environment and summarize relevant guidance from the City's General Plan, which will frame the impact analysis for aesthetics. Impacts to vistas and scenic resources will be determined. Representative photographs of sensitive viewpoints will be presented and the visual changes anticipated with the Specific Plan Area described. We do not propose to prepare visual simulations of pre- and post-development conditions, although we can incorporate illustrative graphics developed by the Specific Plan team, if relevant.

The EIR will include a qualitative discussion of the Specific Plan's potential nighttime lighting and glare impacts, including determining the Specific Plan's potential to cast light to off-site areas (e.g., residential) and create safety hazards along area roadways. We will include performance criteria for light spillage and nighttime lighting impacts to guide lighting placement, direction, and levels, vis-à-vis surrounding properties and rights-of-way.

Agricultural Resources

The agricultural resources section will describe existing resources within the Specific Plan Area and in the surrounding area, including a description of types of farming activities, and a description of on-site soils relative to their suitability for farming activities. We will report on direct conversion of Important Farmland, conflicts with agricultural zoning, and any indirect impacts on ongoing agricultural operations. We will summarize agricultural resource impacts and features of the Specific Plan that would reduce impacts and develop feasible mitigation to avoid or reduce impacts. We assume that the General Plan will include mitigating policies for conversion of agricultural land that will be incorporated into the Specific Plan and EIR. We assume our analysis will use existing data and that AECOM will not be required to prepare LESA analysis, conduct soil testing and characterization of agricultural suitability, or generate estimates of Storie soil quality rating. We assume the Specific Plan team will incorporate, as feasible, the City's agricultural buffer Policy 7.C.5, as applicable.

Air Quality

We will describe regional and local air quality conditions, including meteorological conditions that could affect air pollutant dispersal or transport. This section will summarize the applicable air quality regulatory

framework, standards, and significance. The analysis will be based on guidance published by the Yolo-Solano Air Quality Management District.

We will analyze and report construction-related impacts based on information provided by the applicant for likely development phasing within Specific Plan. Construction emissions will be modeled based on the amount of land to be disturbed/graded, types of equipment to be used, and the number of construction employees. We will use reasonable assumptions or model defaults regarding construction equipment and employees if estimates are not available from the applicant.

We will also analyze and report long-term (operational) regional air pollutant emissions, including area- and mobile-source emissions attributable to Specific Plan implementation. The analysis of mobile-source emissions will be estimated based on a traffic study separately prepared by others for the Specific Plan.

While we do not expect that construction or operational diesel emissions from implementation of the Specific Plan would exceed thresholds, to ensure adequacy of the EIR, we will qualitatively assess sources of diesel emissions (e.g., loading docks at business park/commercial facilities) proposed by the project for their potential to expose sensitive receptors to high levels of diesel particulate matter. We assume the applicant will provide information on any large-scale commercial or industrial uses are planned/permitted that could be associated with significant diesel emissions or other TACs. Based on the volumes and nature of nearby transportation sources of toxic air contaminants, we do not anticipate that any dispersion modeling or health risk assessment will be required. We will discuss exposure of sensitive land uses to sources of toxic air contaminants (TACs), such as Highway 113 and the nearby railroad lines. AECOM will also qualitatively address the potential exposure of existing and proposed sensitive uses to odors.

Biological Resources

CNDDDB and other data sources were used to conduct a General Plan plan-level evaluation of the presence, or potential presence, of species of concern. The presence, or potential presence, of Swainson's hawk was documented in the Environmental Resources and Constraints technical report. To ensure adequacy of the EIR, AECOM biologists will start with the technical documents related to biological resources prepared for the 2035 General Plan and EIR, and supplement that information with a site-specific survey and other information, as relevant.

The EIR will summarize specific information on previously documented local occurrences of special-status plants and wildlife species on or near the Specific Plan Area using information compiled during the General Plan update process, including information obtained from California Natural Diversity Database and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants and from the U.S. Fish and Wildlife Service for species protected under the Federal Endangered Species Act.

AECOM biologists will conduct a 1-day reconnaissance-level survey of the Specific Plan Area. The purpose of the site visit will be to characterize and map biological resources. The potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by the USFWS or California Department of Fish and Wildlife will be evaluated. We will assess impacts on biological resources, including effects on special-status species. AECOM biologists will advise the Specific Plan team on strategies to reduce or avoid impacts through site planning, as feasible.

Cultural Resources

Based on sources documented as a part of our General Plan work, no historic, resources were determined to be associated with the Specific Plan Area, and no prehistoric resources have been formally recorded in Woodland. However, the prehistoric occupation of the central districts of the North Coast Ranges makes it possible that unknown archaeological sites and paleontological resources could be present within, or near the Specific Plan Area.

For this reason, AECOM archaeologists will conduct a reconnaissance-level survey of the Specific Plan Area. The purpose of the site visit will be to identify any new archaeological sites or historic resources that may have been previously undiscovered. If new cultural resources are identified during the site visit they will be recorded in a manner consistent with the Office of Historic Preservation's publication Instructions for Recording Historical Resources (1993). If needed, California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map).

As of January 1, 2015, CEQA resources include "tribal cultural resources." Under Assembly Bill (AB) 52, CEQA analyses must consider tribal cultural resources, including "the tribal cultural values in addition to the scientific and archaeological values when determining impacts and mitigation." AB 52 requires that at least one written notification be sent to any California Native American tribe that has requested notice.

This should be done within 14 days of the City determining that the Specific Plan application is complete. AECOM will prepare the initial notification letters, including a brief description of the project, its location, lead agency contact information, and a notification that the tribe has 30 days to request consultation pursuant to Section 21080. AECOM archaeologists will assist with the consultation, including attending one conference call and one field visit with Native American representatives.

The EIR will summarize identified cultural resources within the Specific Plan Area, based on information compiled during the General Plan update process. A discussion of impacts and mitigation measures will focus on significant (per NRHP/CRHR criteria) documented resources, identify the potential for as-yet unrecorded cultural resources to be affected by the proposed Specific Plan, and identify mitigation designed to reduce impacts to less-than-significant levels, where feasible.

Energy

The EIR will include an analysis of energy-related impacts related to Specific Plan implementation. This includes identifying energy sources and estimating the operational energy demands associated with the proposed Specific Plan. Energy efficiency measures that would reduce energy demands will be recommended, as appropriate. Based on recent precedent case law (from Woodland), the EIR will evaluate briefly each item identified as a potential impact in Appendix F to the CEQA Guidelines. We assume the Specific Plan team will address feasibility and consistency with the revised General Plan discussion of development of the SP-1 area, including the City's intent to encourage sustainable development in "SP-1 through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible."

Geology, Soils, Minerals, and Paleontological Resources

The geologic setting of the vicinity of the Specific Plan Area will be described, including seismic setting, soil characteristics, and topography. AECOM will perform an environmental analysis of geologic resources, hazards, and soil types. The discussion will include, as appropriate, any of the following anticipated site conditions: ground rupture from faulting; potential damage from strong seismic ground shaking; and liquefaction and settlement/subsidence. Soil types, their characteristics, and potential impacts on construction will be addressed, particularly as related to the erosion potential of the site's soils, soil stability, and shrink/swell potential.

If a geotechnical report is determined to be necessary, we will assume the applicant will provide such a report. If one is not available, we can provide a supplemental scope of work and cost estimate to provide geotechnical analysis and development of recommendations to avoid impacts.

AECOM will use the sensitivity paleontological assessment recently conducted to support the General Plan and General Plan EIR. Feasible mitigation measures will be recommended, where appropriate. There are no identified significant mineral resource zones in the Specific Plan Area, and we expect the mineral resources discussion to be brief.

Greenhouse Gas Emissions

This section will assess the consistency of the Specific Plan with the General Plan and Climate Action Plan. The GHG analysis will briefly summarize the current conditions and science associated with global climate change and will include a discussion of relevant federal, State, and local regulations. We will estimate annual GHG emissions from transportation, energy, water, waste, and other sources (and not an analysis of net change in on-site sequestration potential). Greenhouse gas reduction measures will be crafted that are appropriate to address cumulatively considerable effects.

Hazards and Hazardous Materials

AECOM will describe existing conditions and provide an assessment of impacts related to hazards and hazardous materials. Effects related to the provision of emergency response services will be addressed in this section of the EIR. We assume application of existing regulations, described thoroughly enough for the purposes of CEQA compliance, will be sufficient to dismiss most impact areas. There are no significant fire hazards in the Specific Plan Area, and we expect the discussion of potential fire hazards to be brief.

Impacts related to potential flooding hazards will be addressed in the “Hydrology and Water Quality” section of the EIR, and impacts related to seismic hazards will be addressed in the “Geology, Soils, and Minerals Resources” section of the EIR.

Hydrology and Water Quality

According to the General Plan work, Specific Plan Area is in a location with estimated flood depths of one foot or less. AECOM will review pertinent project materials for the water quality and hydrology impact assessment and will provide an impact analysis consistent with CEQA requirements. The EIR assessment will address the following:

- ▶ Compliance with state and local stormwater regulations;
- ▶ Potential for off-site stormwater runoff impacts;
- ▶ Adequacy of planned flood control facilities;
- ▶ Stormwater conveyance characteristics;
- ▶ Erosion control;
- ▶ Appropriate construction BMPs; and
- ▶ Potential for impacts to groundwater recharge.

The EIR will briefly describe hydrologic conditions in the Specific Plan Area and will evaluate the effects of the proposed project on hydrologic features. We will characterize site conditions relative to flood hazard zones. AECOM will also review drainage studies and plans prepared by the project applicant to determine the potential for localized flooding, impacts to water quality, and changes to on-site hydrology.

Land Use and Planning/Population/Housing

This section will provide a comparison between the Specific Plan and relevant policies contained in the City's updated General Plan, and implementing plans and regulations, with the purpose of reducing environmental impacts. We will provide an analysis of consistency with environmental policies from the General Plan, changes or additional policies in the General Plan, the Sacramento Area Council of Governments' Sustainable Communities Strategy/Metropolitan Transportation Plan, and Local Agency Formation Commission policies and standards.

The EIR will present existing and forecast population, demographic, housing, and employment data. We have collected and analyzed this data from several sources in the course of our General Plan work and will provide an additional focus on these changes for the Specific Plan Area in this section. The population, housing, and employment analysis will include a project-level review of changes in population, demographics, housing, and employment resulting from the proposed project and the potential for secondary environmental impacts from those changes.

We assume this project will not require an “urban decay” study – this type of analysis is sometimes provided to support environmental documents after a court decision in *Bakersfield Citizens for Local Control v. City of Bakersfield*. We assume the City’s fiscal/economic consultant will provide a brief discussion of market demand and relationship between absorption of Specific Plan uses buildout of other specific plans, consistent with revised General Plan Policy 2.B.1.

Noise

The General Plan Environmental Resources and Constraints technical report identifies potential sources of noise affecting the Specific Plan Area. The noise section of the EIR will include a description of the existing noise environment in the Specific Plan Area, based on existing environmental documentation, on-site reconnaissance data, and data and analysis from our work on the General Plan. Relevant background information, including noise fundamentals, descriptors, and the applicable federal, State, and local regulatory framework, will be presented in the EIR section. We will conduct up to 8 short-term (i.e., 15-minute) and 2 long-term (i.e., 24-hour) noise measurements at strategic locations that can characterize the existing noise environment.

To assess potential short-term (i.e., construction) noise impacts, existing nearby sensitive receptors and their relative exposure will be identified. Noise levels of specific construction equipment will be presented and resultant noise levels at those receptors (at given distances from the source) will be calculated. Predicted noise levels will be compared with local standards. The analysis of long-term (operational) noise impacts associated with the proposed project will include noise increases generated by vehicle traffic on local roadways (based on traffic analysis for the Plan). The analysis of area- and stationary-source noise impacts will be assessed using standard noise modeling procedures. The significance of short-term and long-term noise impacts will be determined based on local standards developed as a part of our General Plan work.

Public Services and Utilities, including Recreation

AECOM will prepare a public services, utilities, and facilities analysis based on information compiled during the General Plan process, including the Community Facilities and Services and Municipal Services Review / Sphere of Influence technical reports, and collaboration with local service providers. The EIR will present estimates for overall site-specific service demand based on applicant-provided information. This section will focus on any secondary impacts associated with project generated demand for expanded facilities, as required by the CEQA statutes and Guidelines. Additional technical analysis of potential off-site public service improvements is not anticipated to be necessary and is not included in this scope of work.

Water supply and conveyance, recycled water conveyance and irrigation, wastewater collection and treatment, solid waste, and natural gas and electrical services will be described and addressed in this section of the EIR based on information prepared by the applicant team. It is assumed that existing off-site infrastructure constructed during development of the Spring Lake Plan Area has available capacity to serve the project site and no construction of off-site utility infrastructure would be required other than the potential use of an off-site drainage canal. Stormwater drainage effects will be addressed in the hydrology section. If off-site infrastructure improvements other than drainage are required to serve the Specific Plan, we will coordinate with the City to revise our scope of work prior to completing the administrative draft EIR.

Senate Bill (SB) 610 (codified as California Water Code Section 10631) requires the preparation of a specified water supply assessment (WSA) for large projects meeting certain requirements. This will be needed for Specific Plan. We assume that the WSA will be completed by the City Public Works Department and available for our incorporation into the EIR. We assume the WSA will document and provide written verification that sufficient water supplies are available to meet the proposed Specific Plan's projected water demands during normal, single-dry, and multiple-dry water years over a 20-year projection, which includes consideration of cumulative development. We do not anticipate that a curtailment analysis will be needed.

Transportation and Circulation

Traffic will be described and addressed in this section of the EIR based on a traffic study prepared for the City. The traffic study will identify existing conditions, existing plus project conditions, cumulative no-project conditions cumulative plus project conditions. AECOM review one scope of work provided by the City's traffic consultant and recommend revisions, as appropriate. AECOM will review the traffic study for adequacy, and incorporate the results into the EIR, with any appropriate revisions. We assume that the City's traffic consultant will assess consistency of the Specific Plan with the City's new VMT policies. We will briefly discuss potential effects associated with future vehicular and bicycle/pedestrian overcrossings that could serve Specific Plan demands and provide a more focused assessment in the EIR of on-site effects associated with construction of these facilities.

Alternatives

The EIR will provide description and analysis of up to two on-site alternatives, one off-site alternative, if feasible, and a No Project Alternative, as required by CEQA. We will assume that the EIR will not include a No Project – No Development Alternative (since baseline conditions will be described throughout the EIR). We will coordinate with the City to develop a No Project Alternative that includes development of the site under the General Plan, but without this particular Specific Plan proposal.

Alternatives will be designed to eliminate, avoid, or substantially reduce one or more significant environmental impacts of the project (CEQA Guidelines Section 15126.6[a]). AECOM will work closely with the City to identify appropriate CEQA alternatives. This chapter will include a discussion of alternatives considered but rejected as infeasible, a summary of impacts of alternatives relative to the Plan, an analysis of the No Project Alternative, and identification of the environmentally superior alternative. Consistent with CEQA Guidelines (Section 15126.6[d]), the EIR will evaluate the impacts of the alternatives with less detail compared to the analysis of the Plan.

Significant & Unavoidable Impacts

This section of the EIR will summarize any significant and unavoidable environmental impacts of the proposed Specific Plan, as analyzed in the technical sections of the EIR. An explanation of the definition of this type of impact will be provided, along with a description of the need for a Statement of Overriding Considerations to approve the Specific Plan. Should Plan alternatives avoid one or more of the identified unavoidable impacts, these alternatives will be referenced.

Other CEQA-Required Sections

The EIR will provide description and analysis of cumulative impacts and growth inducement issues. The EIR will define what constitutes a cumulative impact under CEQA and describe the methodologies of cumulative impact assessment used for each issue area (CEQA Guidelines Section 15130). The section will also provide a summary of the project's cumulative impacts, as identified and fully described in each technical section. The cumulative analyses will be based on detailed information available to our office as a result of our General Plan work.

This section will also examine the issue of growth inducement and whether the proposed Specific Plan could lead to additional growth, in accordance with Section 15126.2(d) of the CEQA Guidelines.

Administrative Record

During our analysis and documentation, we will save all materials required for the Administrative Record. We expect the City will do the same with all project related documents. We will provide the City with materials we gathered that are relevant for the Administrative Record.

Task 3: Deliverables

- ▶ Administrative Draft EIR (electronic)
- ▶ Administrative Record (electronic)

TASK 4 SCREENCHECK AND PUBLIC REVIEW DRAFT EIR**Task 4.1: Screencheck Draft EIR**

AECOM will review 1 set of consolidated City staff comments on the administrative draft EIR. We will prepare 1 screencheck draft EIR that incorporates our responses to City staff comments. We will discuss with the City, as necessary, any comments that require explanation or further clarification. AECOM's Project Manager (PM) will attend 1 in-person meeting to discuss the City's comments.

Task 4.1: Deliverables

- ▶ Meeting to review comments
- ▶ Screencheck Draft EIR (electronic)

Task 4.2: Public Review Draft EIR, NOC, and NOA

Once the City accepts revisions made to the document, AECOM will make any final changes to the Draft EIR and will produce 1 public review document. We will draft 1 Notice of Completion (NOC) and 1 revised NOC based on City comments. We will hand deliver 15 copies to the State Clearinghouse to begin the public review period.

We will draft 1 Notice of Availability (NOA) and 1 revised NOA based on City comments for the City to post at the County Clerk's office and in the newspaper of record (CEQA Guidelines Section 15087[a]). The NOA will include a description of the proposed project, the location, identification of significant environmental impacts, a specification of the review period, public hearing date and location, the address where the Draft EIR is available for review, and an identification of the location of documents referenced in the Draft EIR.

Task 4.2: Deliverables

- ▶ Public Review Draft EIR (electronic, 15 copies of the Executive Summary, 15 CDs with the balance of the EIR)
- ▶ Notice of Completion and revised Notice of Completion (electronic)
- ▶ Notice of Availability and revised Notice of Availability (electronic)

Task 4.3: Attend Public Hearing on Draft EIR

AECOM's PM will attend and present the Draft EIR to the Planning Commission and/or City Council during the public review period to solicit comments on the draft documents. We anticipate a short presentation that outlines the CEQA process, key issues of focus, and key findings, and then a facilitated discussion of comments on the adequacy of the document for addressing adverse physical environmental impacts.

Task 4.3: Deliverables

- ▶ One City Council or Planning Commission hearing during the public review period involving the AECOM PM
- ▶ One presentation (electronic)

TASK 5 FINAL EIR

Task 5.1: Administrative Final EIR

AECOM will review the comments received during the Draft EIR comment period and provide the City an estimate of the level of effort required to respond to the comments. We will be responsible for responding to comments made in written form by interested agencies and individuals during the review period and oral comments and questions raised during the public hearings on the Draft EIR. We will compile the responses to comments and any necessary changes to the Draft EIR to create the Final EIR. The Final EIR will include: an introductory chapter, enumerated comment letters and public hearing transcript comments on the Draft EIR, responses to all comments on the Draft EIR, and a summary listing of all text revisions to the Draft EIR.

Since it is not possible to predict in advance the level of effort required to respond to comments that have not been written, based on our experience, this proposal provides for up to 40 hours of staff time for this task. We assume those responsible for specified topics, such as traffic and infrastructure master planning, may be required to provide input to the responses to comments document.

We will prepare a Mitigation Monitoring and Reporting Plan (MMRP) that will report the method by which mitigation measures are to be implemented. The MMRP will specific monitoring activities that would be required on an issue-by-issue basis and will establish a reporting system and criteria for evaluating the success of the mitigation measures. In addition, the MMRP will outline the appropriate time for mitigation of impacts, such as grading permits, landscape plans, or other discretionary actions. The MMRP will also identify the roles and responsibility of individuals or organizations necessary to implement each specific mitigation or monitoring activity.

We will prepare the CEQA Findings and (if necessary) Statements of Overriding Considerations to support the City's action on the Specific Plan. We also will prepare 1 draft and 1 final Notice of Determination (NOD) for the City staff to deliver to the County Clerk's office, along with the required fee, following certification.

Task 5.1: Deliverables

- ▶ Administrative Final EIR (electronic)

Task 5.2: Final EIR

We will prepare a revised Final EIR (FEIR) that incorporates revisions based on 1 set of comments from City staff on the administrative Final EIR. We will provide an electronic copy of the FEIR in Adobe PDF format for posting on the City's web site. We can provide additional CD copies at a very minor expense, as well, if requested.

Task 5.2: Deliverables

- ▶ Final EIR (electronic)

Task 5.3: Planning Commission/City Council Hearing on Final EIR

AECOM's will attend and present the Final EIR, including the MMRP to the Planning Commission and then the City Council for recommendation and certification. We anticipate a short presentation that

outlines the CEQA process, key issues of focus, key findings, important mitigation measures, and the actions for consideration.

Task 5.3: Deliverables

- ▶ 1 Planning Commission and 1 City Council hearing
- ▶ One presentation (electronic)

EXHIBIT B: SCHEDULE ESTIMATE

We have provided for a 13-month schedule, based on the estimated level of effort, and our staff's immediate availability. This schedule assumes we will receive a notice to proceed and/or execute a contract the week of June 6th, 2017. We assume we'll have Specific Plan mapping during the NOP period and that other studies (water supply assessment, sewer study, water study, drainage study, traffic study) are available prior to initiation of the administrative draft Specific Plan EIR.

Woodland Research & Technology Park Specific Plan EIR

Schedule Estimate (Notice to Proceed, June 7th) 2017

2018

Task		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
1	Project Initiation													
2	Notice of Preparation / Public Scoping Meeting													
	Notice of Preparation													
	Public Scoping Meeting		€											
3	Administrative Draft EIR													
	Executive Summary													
	Introduction													
	Project Description													
	Environmental Impact Analysis - Group 1 Sections													
	Environmental Impact Analysis - Group 2 Sections													
	Alternatives													
	Other CEQA Required Sections													
	Administrative Record													
4	Screencheck + Public Review Draft EIR													
	Screencheck Draft													
	Public Review Draft, NOC & NOA													
	Public Meeting on SP-1A & Draft EIR										€			
	Public Review Period													
5	Final EIR													
	Draft Final EIR													
	Findings / Statements													
	Final EIR													
	City Council Approval / EIR Certification													€

EXHIBIT C: SPECIFIC PLAN BUDGET

Based on the above-described level of effort, our cost estimate is \$206,510. With the objective of ensuring clarity about the proposal, AECOM has prepared the following assumptions for our scope of work that explain the basis for the cost and effort to implement the scope of services.

- ▶ We have designed the scope of work to provide an EIR following adoption and certification of the General Plan and General Plan EIR, and to make use of findings and mitigation strategies published in these documents.
- ▶ Our scope and budget estimate relies primarily on existing studies, databases, and the available resources listed in our scope of services.
- ▶ Our cost estimate is based on the proposed schedule. Should significant delay occur (more than 120 days) for reasons beyond our control, additional changes may apply to the remaining work, based on labor rates in effect at the time of the delay.
- ▶ The budget is valid for up to six months from the date of submittal/opening, after which it may be subject to revision.
- ▶ Review cycles for preliminary documents are presented in the scope of services. Additional review cycles or additional versions of preliminary drafts or screencheck drafts are assumed to not be needed.
- ▶ Costs are included for the number of meetings specified in the scope of work. If additional meetings are needed, they can be included with an amendment of the budget.
- ▶ Costs have been allocated to tasks to determine the total budget. AECOM may reallocate costs among tasks, as needed, as long as the total budget is not exceeded. AECOM will invoice monthly on a time-and-materials basis according to our labor and expenses on the project expended during the billing period.
- ▶ The CEQA statutes or Guidelines may change during the course of this EIR. If amendments require redoing work already performed or substantially increasing effort, a contract amendment may be warranted.
- ▶ The City will provide AECOM with one set of consolidated, non-conflicting comments on our deliverables. AECOM will revise draft documents to address City staff comments only. We have not budgeted for revisions pursuant to review by other parties.
- ▶ The proposed budget and scope does not include labor, reproduction, or other costs in the event the EIR is challenged or EIR certification is appealed. This scope does not presume another circulation of the EIR as a result of the appeal, nor support during any legal proceedings associated with a challenge to the certified EIR. AECOM may provide those services, if desired, subject to a contract and budget amendment.
- ▶ The scope of work and budget are based on the assumption that the project description does not change during the course of the work.

- ▶ Our cost estimate assumes that all deliverables are electronic or CD, except hard copies required by the State Clearinghouse. Any printing costs will be determined based on actual costs. We will not mark up printing costs.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
FOR FEHR AND PEERS TO PREPARE A TRANSPORTATION IMPACT STUDY AND
RELATED SUPPORT WORK FOR THE WOODLAND RESEARCH AND
TECHNOLOGY PARK SPECIFIC PLAN PROJECT**

WHEREAS, on June 6, 2017, the City of Woodland (“City”) authorized City staff to proceed with preparation of the Woodland Research and Technology Park Specific Plan (“Specific Plan”) as proposed by the Woodland Research and Technology Group (“Applicant”) (PLNG17-00017) ; and

WHEREAS, the 2035 General Plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process; and

WHEREAS, the 2035 General Plan identifies three areas within the Urban Limit Line designated for future Specific Plan development, which are referred to as: (1) SP1 in the south, (2) SP-2 in the east, and (3) SP-3 in the north; and

WHEREAS, the proposed Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area depicted in the Land Use Map of the 2035 General Plan; and

WHEREAS, the City of Woodland wishes to enter into a professional services agreement (“Agreement”) with Fehr and Peers (“Consultant”) to prepare a Transportation Impact Study in support of the project Environmental Impact Report and related transportation support work in order to determine fair share costs for transportation improvements for an amount not to exceed One Hundred Eighty-Eight Thousand Dollars (\$188,000); and

WHEREAS, the Applicant has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement, which shall be entered into by the Applicant and City prior to the commencement of any future work on the Specific Plan and prior to execution of the Agreement; and

WHEREAS, Fehr and Peers was selected through a quality based selection process; and

WHEREAS, Fehr and Peers is experienced and qualified to prepare transportation impact analysis and carries a significant amount of vested knowledge with the city’s traffic model, having performed the traffic study for the 2035 General Plan and many development projects in the city; and

WHEREAS, the City Council of the City of Woodland 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 consultant services agreement with Fehr & Peers, in the amount of \$188,000 for the preparation of the Transportation Impact Study and related support work for the Woodland Research and Technology Park Specific Plan and authorizes the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20% of the agreement amount. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED this _____ day of _____ 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
WITH PONTICELLO ENTERPRISES FOR PROJECT MANAGEMENT SERVICES
FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN
PROJECT**

WHEREAS, on June 6, 2017, the City of Woodland (“City”) authorized City staff to proceed with preparation of the Woodland Research and Technology Park Specific Plan (“Specific Plan”) as proposed by the Woodland Research and Technology Group (“Applicant”) (PLNG17-00017); and

WHEREAS, the 2035 General Plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process; and

WHEREAS, the 2035 General Plan identifies three areas within the Urban Limit Line designated for future Specific Plan development, which are referred to as: (1) SP1 in the south, (2) SP-2 in the east, and (3) SP-3 in the north; and

WHEREAS, the proposed Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area depicted in the Land Use Map of the 2035 General Plan; and

WHEREAS, the City of Woodland wishes to enter into a professional services agreement (“Agreement”) with Ponticello Enterprises (“Consultant”) to provide project management services to the city including review of financing and infrastructure plans and Specific Plan services components including water, sewer, drainage, roadway design, circulation and various utilities as outlined in the attached Scope of Work (“**Exhibit A**”) for an amount not to exceed One Hundred Forty Thousand Four Hundred Dollars (\$140,400); and

WHEREAS, the Applicant has agreed to fund all costs associated with the review and preparation of the Specific Plan through an Agreement for Fund Advancement, which shall be entered into by the Applicant and City prior to the commencement of any future work on the Specific Plan and prior to execution of the Agreement; and

WHEREAS, Ponticello Enterprises was selected through a sole-source selection process consistent with the city’s purchasing policy Section 17B-140; and

WHEREAS, Ponticello Enterprises was selected based on their experience and knowledge of the city’s policies, standards and procedures as well as the city’s development process. The firm’s extensive knowledge of the adjacent Spring Lake Specific Plan infrastructure and development master plans, to which the proposed Specific Plan will connect and complete, makes them uniquely qualified to serve in this capacity; and

WHEREAS, the City Council of the City of Woodland 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 consultant services agreement with Ponticello Enterprises, in the amount of \$140,400 to provide project management services for the Woodland Research and Technology Park Specific Plan and authorizes the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20% of the agreement amount. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED this _____ day of _____ 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

Exhibits:

A – Scope of Work

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE

For

WOODLAND SPECIFIC PLAN 1A (SP-1A) PROJECT MANAGEMENT
CITY OF WOODLAND

Consultant agrees to provide Project Management services to the City in a prompt, professional, and workmanlike manner in accordance with the standards of care of the engineering profession. All work shall be completed to the satisfaction of the Community Development Director.

DEFINITION: PROJECT MANAGEMENT

Project Management for the purposes of this scope of services is limited to and comprised of the administration of the assigned projects defined in the contract and in no circumstances does it include supervision, control, or responsibility for; City staff, City consultants or their work product, or construction management services of construction contractors or inspection of their work product.

The Project Management services to be performed pursuant to this Scope of Services are as follows:

- A. Attend meetings with City staff, public officials, community leaders, developers, City Consultants, contractors, and the general public, as required by City.
- B. Assist the City to establish working relationships and to coordinate with other public agencies and private utilities involving engineering and infrastructure matters affecting the SP-1A.
- C. Assist in the review of the SP-1A and associated documents by the Community Development Department and Finance which may include, financing plans, infrastructure plans, and services components of the Specific Plan, including but not limited to, water, sewer, drainage, roadway design, circulation, and various utilities.
- D. Coordinate with the City Planning/Project Manager to assist in the timely processing of SP-1A applications and all submittals.
- E. Assist the City in processing Property Acquisition/Title Clearance for SP-1A Improvements.
- F. Assist in review of Environmental Mitigation and monitoring associated with SP-1A Projects/Land Management.

- G. Assist staff work effort to update and complete infrastructure master plan documents (e.g. Streets, Utilities, etc.). Review applicant submittals for consistency with City standards and master plan requirements.
- H. Keep City Manager, City Engineer and City Planner, department heads, and others as directed, informed regarding progress of Community Development Department review and adherence to project schedule. Coordinate with the applicant, consultants, various agency representatives, and members of the public.
- I. Prepare miscellaneous staff reports, correspondence, budget/consultant management, etc.
- J. Additional tasks as described in a separately executed task order.

The City Will:

- 1. Identify and provide related documents for background information.
- 2. Have final approval and authority on recommended changes.
- 3. Approve any sub consultants used by Ponticello Enterprises.

Payment and schedule Provisions

Consultant shall be compensated for work as follows:

Specific Plan – 1A Project Management

Consultant agrees to provide the engineering services, as identified in Exhibit A, "Scope of Services" at the staff levels identified. The services to be provided for tasks "A" through "J", identified in Exhibit "A" will be provided at the rates identified in Exhibit "B", billed by the quarter-hour. Reimbursable expenses will be billed at the published rates in Exhibit "B".

Staff Resource	2017 Hourly Rate
<u>Principal Engineer</u>	\$180.00
<u>Senior Engineer</u>	\$155.00
<u>Office Technician</u>	\$60.00

The project duration has not yet been established. For the purpose of estimating a budget for the project management services, the fee for these services would be based on an average of 10 hours per week at the Principal rate of \$180 per hour, assuming project duration of 18 months.

<u>Staff Resource</u>	<u># Hrs./Wk.</u>	<u># Weeks</u>	<u>Hourly Rate</u>	<u>Est. Fee</u>
Principal	10	78	\$180.00	\$ 140,400

Additional Provisions

The hourly rates are based on services being performed on-sight, in the City of Woodland, and/or in the offices of Ponticello Enterprises. Invoices will occur no more frequently than monthly. Invoices will include the billing period, total hours spent on

project, a running total, and remaining balance for the cost-estimate total. A general breakdown of tasks and hours by week shall be included with each invoice.

Hourly rates may be adjusted to compensate for labor cost increases, employee benefits, and other increases due to inflationary trends. It is anticipated that the rate adjustment should not exceed 5% annually.

The hours shall be reviewed periodically by both the Consultant and the City and adjusted as necessary by mutual agreement of the City and the Consultant.



Specific Plan Project Summary & Concept

MAY 12, 2017

1. INTRODUCTION

The Woodland Research & Technology Park Specific Plan (Specific Plan) is envisioned as a new technology hub for the City of Woodland, intended to serve an array of research and technology companies interested in locating and growing near U. C. Davis, and other research and technology institutions within the Sacramento region. Woodland is centrally located at the confluence of abundant high quality agricultural land, major freeways, a port, an international airport, and near the genesis of the Organic Movement in Yolo County's beautiful Capay Valley. Woodland's central location also provides its businesses with access to top universities, including UC Davis the top agricultural research university in the world. Woodland provides an important base of existing agricultural technology and plant and life sciences research and innovation companies with which new and growing businesses can immediately partner. Woodland is also an important center of food processing and distribution. Local access to extraordinary crop diversity supports area food manufacturers, seed researchers, agricultural support industries, and the larger Food and Agricultural Business cluster that has developed in Woodland. Many companies have come to Woodland in large part because they gain direct access to farmers, farms, and the crops they need for their products. An experienced and trained workforce in these cutting edge areas of research supports the success of the City's agricultural technology industry, while the Woodland Community College seeks to expand programs/opportunities to train up future generations of Woodland residents.

The Specific Plan will offer a unique business environment, supporting research and development, technology, and science and engineering-based companies, as well as training and workforce development for local students and graduates of the Woodland Community College. The Specific Plan is proposed as a new employment center that also includes a range of housing options and a commercial mixed-use town center focused around a central green and connected by a multi-modal street network and trail system. Although the City anticipates that agricultural-related research will be a major focus within the Specific Plan area (plan area), the Specific Plan will also support an environment of innovation in flexible formats for a wide variety of businesses in medical and veterinary, bio-technology, engineering, and other fields.

The Specific Plan will also provide incubation spaces for small start-up firms, facilities for established mid-size or large size companies that require larger floorplates, and flexible building spaces for high-technology research and light manufacturing / flex space for product testing and development. Employee-support services, retail, and recreational amenities will create an active landscape for collaboration and innovation.

In addition to its role as an employment center, the Specific Plan is envisioned as an attractive place to live, recreate, shop, and gather for neighborhood events. The Specific Plan will be highly connected to and is intended to complement the mix of land uses in the adjacent Spring Lake development. The Plan also seeks to reduce water use and may include recycled water for landscape irrigation.

2. VISION AND GUIDING PRINCIPLES

The following principles will guide development of the Specific Plan:

- Develop a state-of-the-art innovation center campus for high-technology offices, research and development, hotel, and employee-serving retail and recreational uses.
- Accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College to live and work in the community.
- Collaborate with UC Davis, Woodland Community College, and others to capture technology transfer to start-up businesses and growing mid-to-large size companies, reducing the loss of intellectual capital and revenue through regional out-migration.
- Create and support the seed, food, and agricultural-based industry currently doing business in and around Woodland.
- Ensure that roadways, utilities, and other infrastructure are installed to meet project needs and can be feasibly financed.
- Contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 Climate Action Plan for:
 - Increased efficiency of buildings and other non-transportation energy use;
 - land use and transportation strategies that reduce vehicle miles traveled and facilitate use of alternative fuel vehicles;
 - enhancing the City's urban forest through planting and management of trees in public parks, other open spaces, and public streets;
 - promoting recycled water use within the neighborhoods park and greenbelts; and
 - reduction in water use and waste generation.
- Create a successful Village Center that serves area residents and, along with the southern end of a proposed central green, provides a gathering place for workers, residents, and visitors.
- Integrate multi-modal transportation within project design, to reduce the use of single-occupant vehicles, and implement a Transportation Demand Management (TDM) Plan that increases the use of multiple modes of transportation, such as, public transit, bicycle, and pedestrian access to, from, and within the plan area.
- Facilitate bicycle use and walking through a combination of well-designed complete streets, protected bicycle lanes, where appropriate, and pedestrian / bicycle greenways that connect to parks and open spaces, as well as connects the Plan Area to Spring Lake at multiple points.
- Encourage active, healthy, living through connected streets with bicycle and pedestrian facilities, trails, accessible parks and open spaces with passive and programmed recreation, access to healthy foods (such as, through a farmers market and/or fresh produce market in the Village Center), and social gathering places.
- Promote flexibility in project design and implementation to respond to market demand through the phasing of construction and offering a variety of building types.
- Incorporate naturalized stormwater management in the plan area and individual projects, as feasible.
- Seek ways to complement and support Downtown Woodland by accommodating larger and other businesses, better suited for locations outside Downtown.

- Help provide vital connections to the existing Spring Lake community in planning for the density and intensity of land use and by promoting and extending bike paths, open space and recreational opportunities.

3. PLAN AREA LOCATION AND CONTEXT

PLAN AREA LOCATION

Exhibit 1 (page 4) shows the location of the proposed Specific Plan and its designation in one of City's proposed growth areas under the proposed 2035 General Plan. Exhibit 2 (page 5) shows the location of the Specific Plan within the region and its proximity UC Davis, a major research university that could attract research and development businesses and resident employees to the Specific Plan due to its proximity to Davis. The southern boundary of the Specific Plan, at the SR 113 / 25A interchange, is about 7 miles from the heart of the UC Davis campus (at the SR 113 / Hutchison Drive interchange).

Within a 50-mile radius of the proposed Specific Plan are major employment centers, such as Sacramento, Davis/UC Davis, Roseville, and Vacaville, and within a 100-mile radius of San Francisco Bay area technology hubs, including Silicon Valley and the I-680 corridor. These areas have regional, national, and global serving innovation companies that benefit from a location close to premier public research institutes (such as UC Davis) and may want to expand or relocate closer to UC Davis if proper opportunities are created in Woodland's planning area. As evidenced by the increasing number of faculty and executive staff from UC Davis choosing to reside in Woodland, the specific plan area's proximity to the Davis also is well positioned to attract professionals in technology and related businesses to live in Woodland including the plan area. Exhibit 3 (page 6) shows the location of the Specific Plan in relation to technology and research hubs in Northern California.

The Specific Plan can also accommodate new "home grown" start-up business and expansion of existing businesses in Woodland that cannot be accommodated elsewhere.

PLAN AREA CONTEXT

The Specific Plan is one of three subareas designated by the City of Woodland in the Specific Plan 1 (SP-1) new growth area, located in the southern part of the City's planning area. The Specific Plan is located outside the current city limits and will require annexation into the City prior to development. The Specific Plan area contains approximately 351 acres, all of which is within the City's Urban Limit Line (ULL). Approximately 316 acres fall within the City's Sphere of Influence (SOI), and the remaining 35 acres are outside the SOI. The Specific Plan is located adjacent to the Spring Lake Specific Plan to the north and east, Road 25A and the City ULL to the south, and is bounded by State Route 113 (SR 113) to the west.

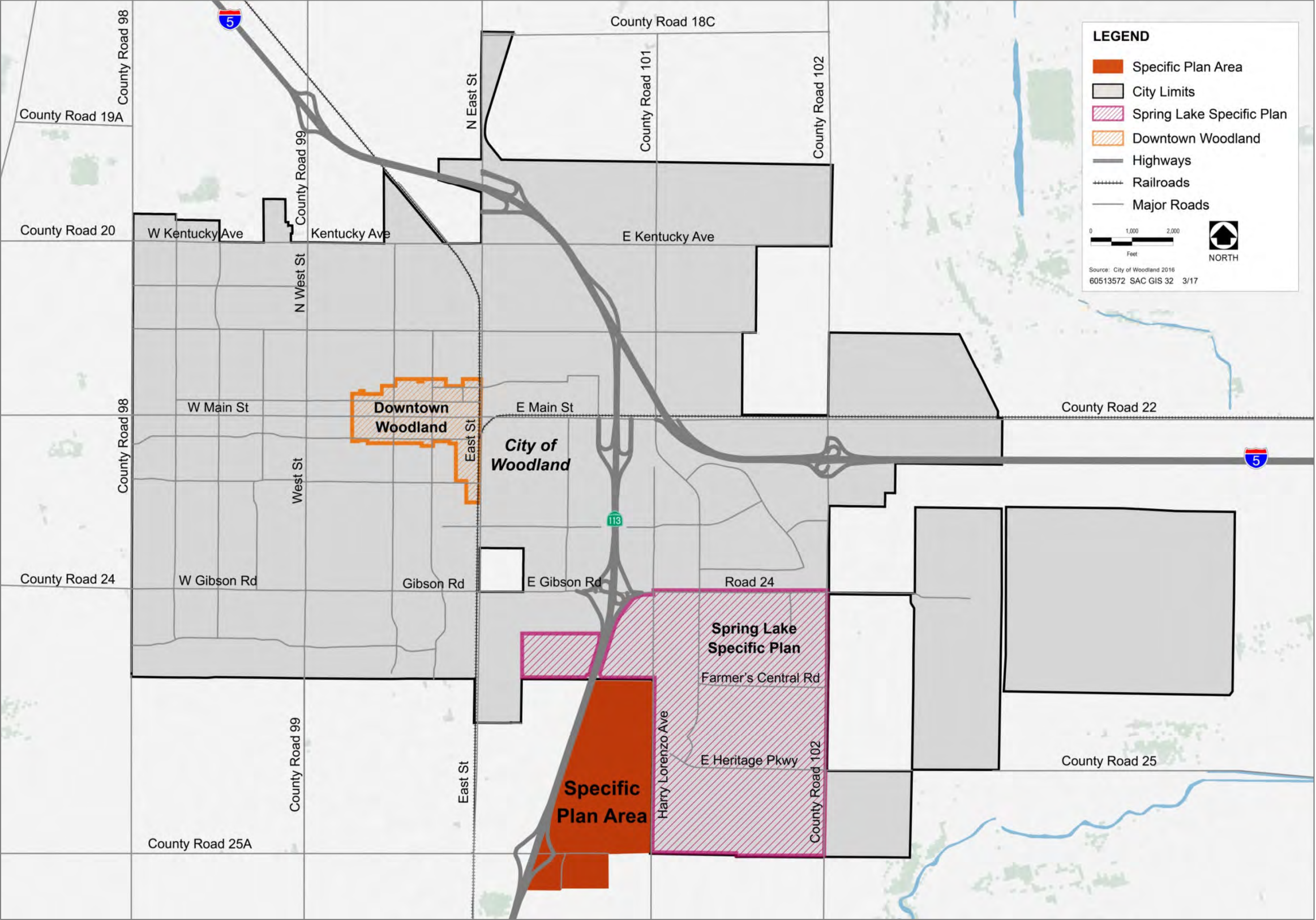
In anticipation of development in the Specific Plan, backbone utility lines in the Spring Lake Specific Plan area were "oversized" and stubbed out at the border between the two Specific Plan areas so that the Specific Plan could develop more efficiently through extension of those backbone utility lines into the plan area. Spring Lake's existing and planned bike network is also designed to connect seamlessly into the plan area, with a mix of dedicated on-street lanes and off-street paths. There is also the potential to extend major connecting roadways, bike paths, pedestrian ways, and open space greenways from Spring Lake into the Specific Plan.

The plan area is classified as Specific Plan (SP-1A) in the City of Woodland General Plan Update 2035 (to be adopted May 2017). The plan area consists of five parcels totaling approximately 351 acres, is characterized by relatively flat land in agricultural use, and is visible from the SR 113. Access to the plan area is from the Gibson Road and County Road (CR) 25A interchanges via Harry Lorenzo Road (portions of which are unimproved).

Exhibits 5 and 6 (page 9), respectively show the current Yolo County zoning for the plan area. Development of the Specific Plan will require annexation into the City and pre-zoning prior to development. The Specific Plan will also

require amending the City's Zoning map. The proposed land use plan for the Specific Plan, provided and described in Section 4 that follows, shall serve as the new zoning for the Woodland Research & Technology Park. Once annexed, the plan area will be shown in the City of Woodland city limits, as shown in Exhibit 7 (page 10).

In addition to annexation into the city and pre-zoning, development of the Specific Plan will also require amending the City's Zoning map. The proposed land use plan for the Specific Plan, provided and as shown in Exhibit 8 (page 10), is further described in Section 4 that follows, and shall serve as the new zoning for the Woodland Research & Technology Park



Source: City of Woodland, AECOM 2017

Exhibit 1

Specific Plan Area Vicinity

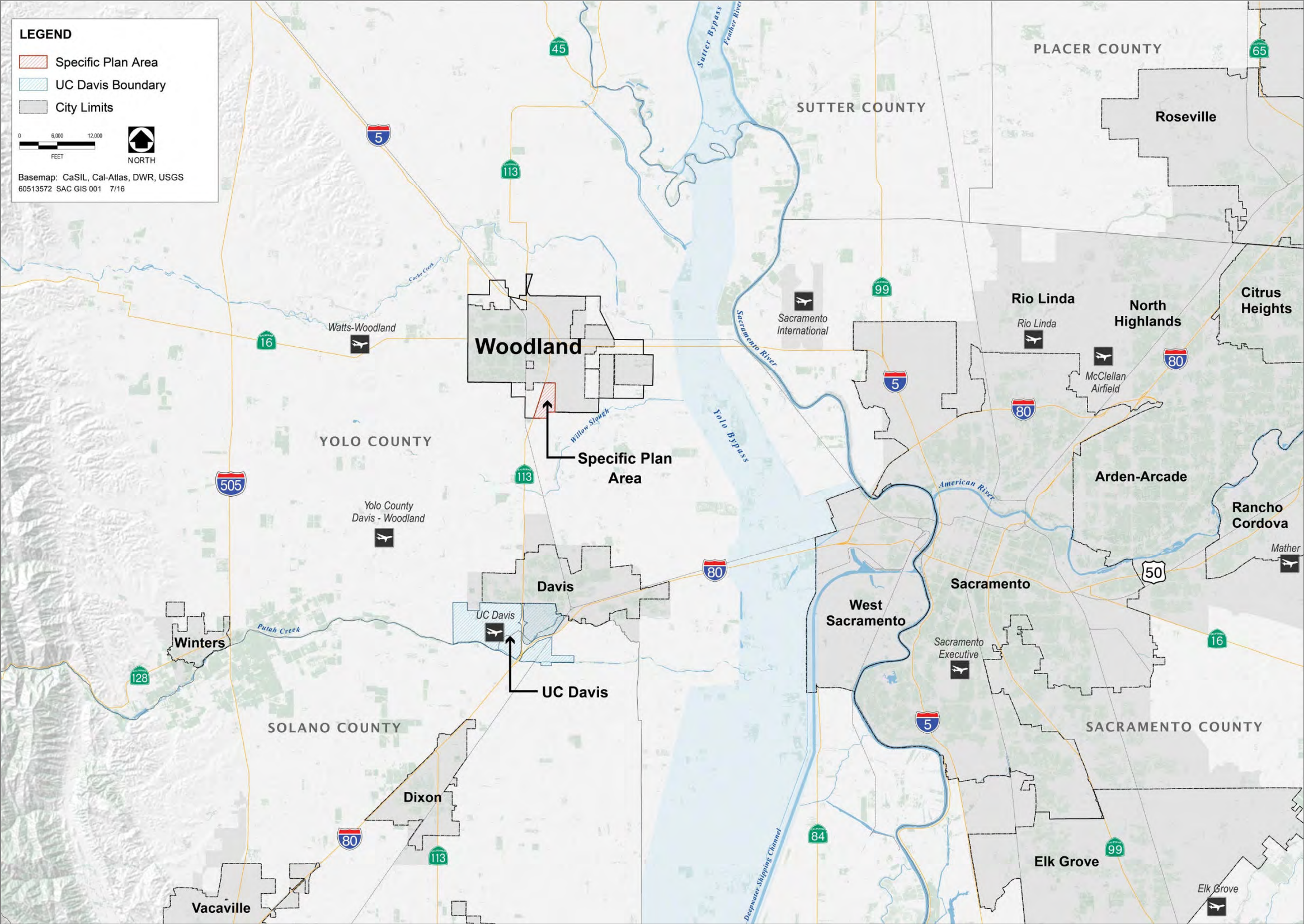
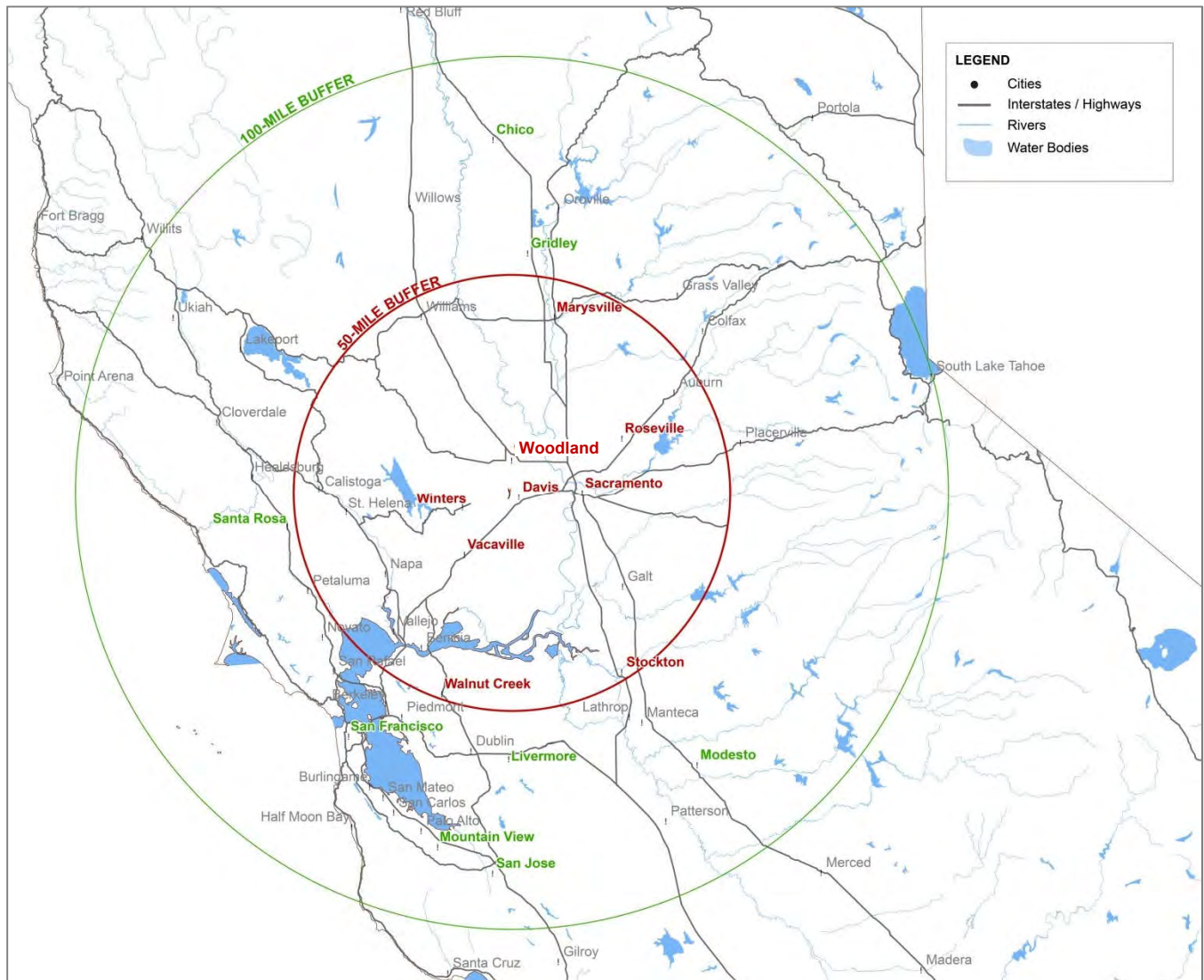


Exhibit 2

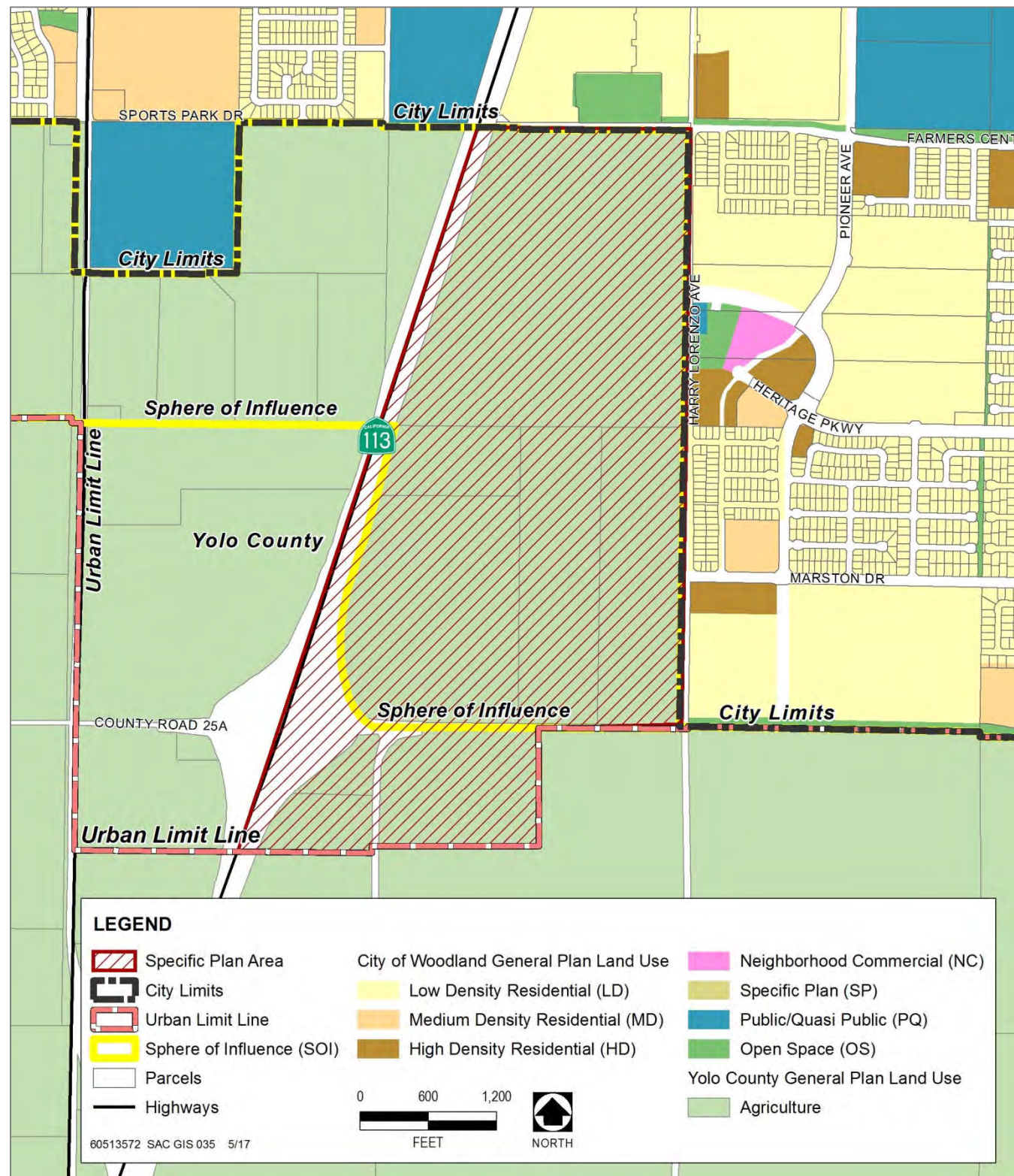
Specific Plan Area Location – Regional Context



Source: AECOM 2016

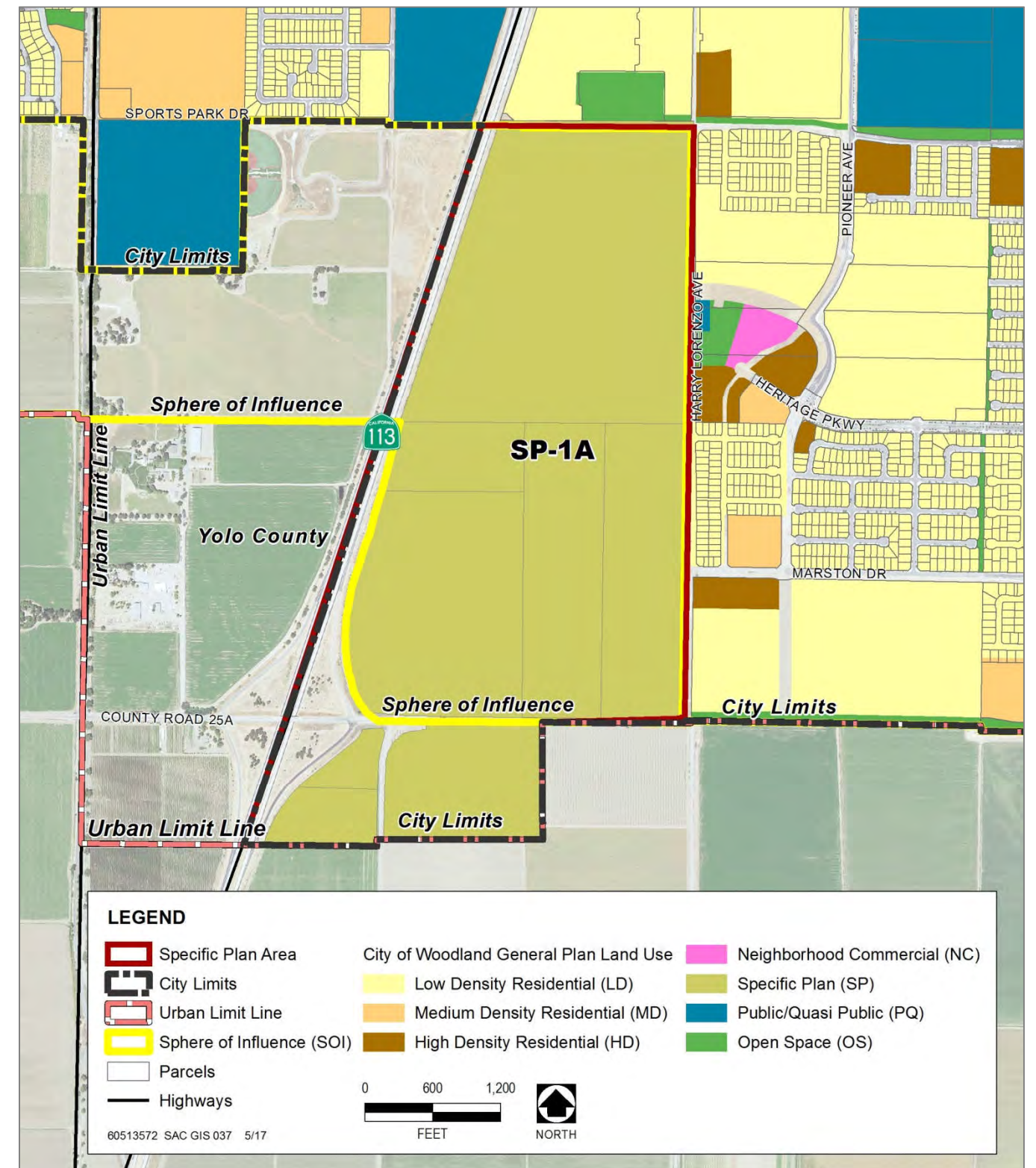
Exhibit 3

Specific Plan Proximity to Northern California Research / Technology Hubs



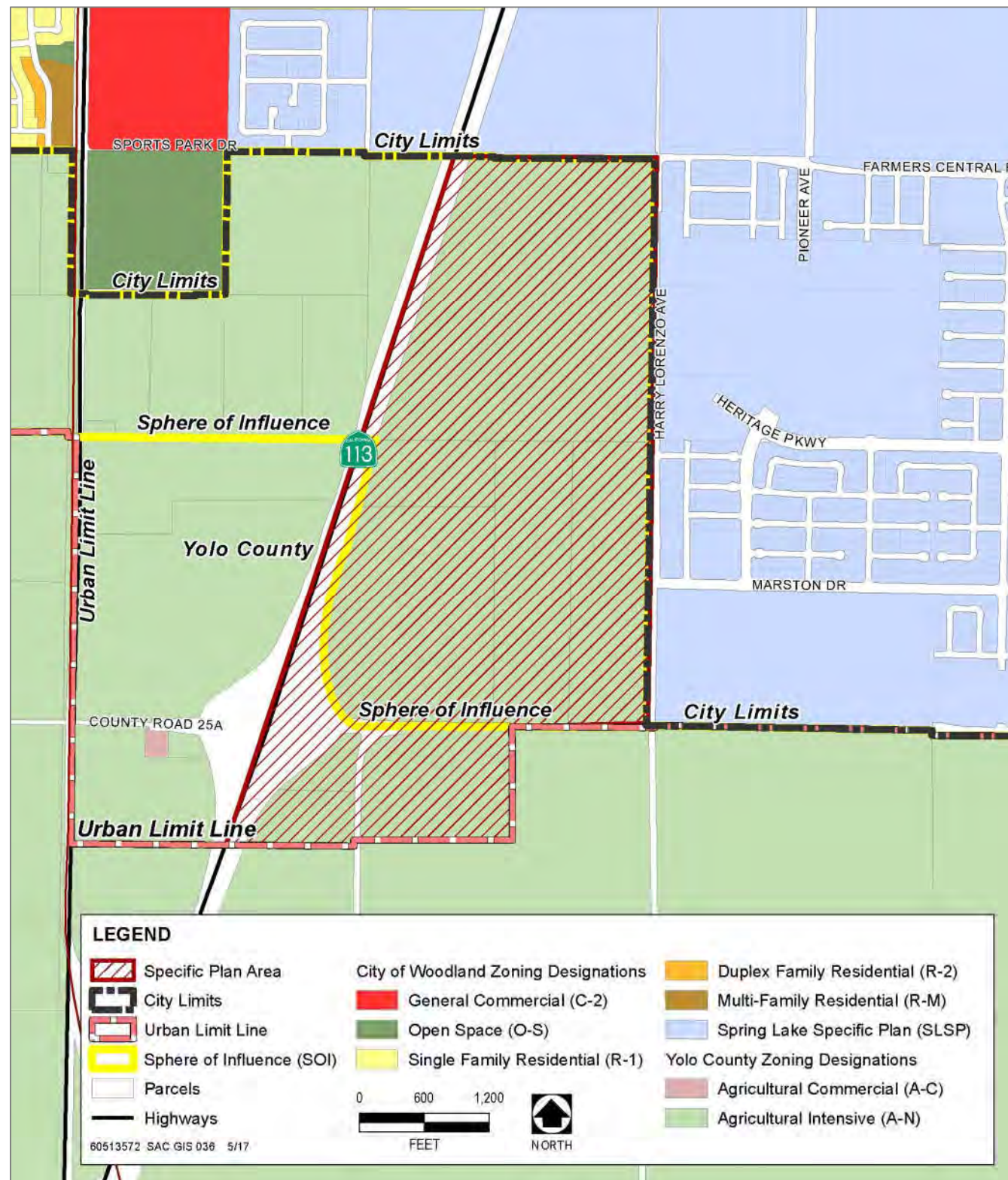
Source: AECOM 2017
Exhibit 5

Existing City-County General Plan



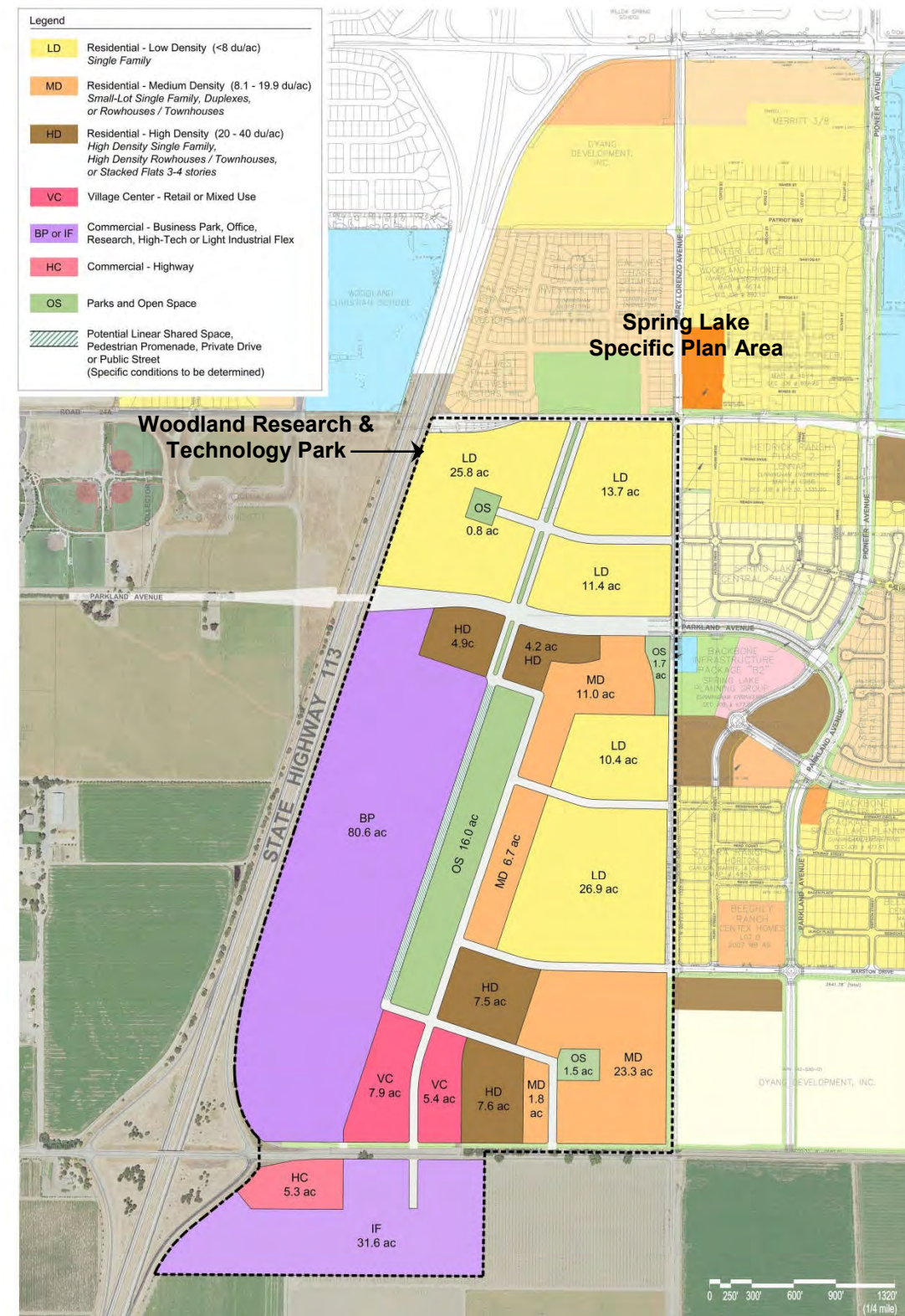
Source: AECOM 2017
Exhibit 6

Proposed General Plan



Source: AECOM 2017
Exhibit 7

Existing City-County Zoning



Source: AECOM 2017
Exhibit 8

Proposed Zoning

4. SPECIFIC PLAN PROPOSAL

PROPOSED LAND USES

The Specific Plan provides for the following land use mix (see Exhibit 8, page 10). Table 1 (page 12) contains the proposed land use mix, estimated development yield, and assumptions regarding acreage, residential density, and nonresidential FAR.

- Approximately 1,600 dwelling units in three residential land use classifications on approximately 125 acres:
 - Low Density Residential (LDR), with an allowable density range of 0-8 dwelling units per acre (du/ac) – up to 510 dwelling units on 63.8 acres;
 - Medium Density Residential (MDR), with an allowable density range of 8.1-19.9 du/ac and an estimated average density of 15 du/ac – 431 dwelling units on 28.7 acres; and
 - High Density Residential (HDR), with an allowable density range of 20.0-40.0 du/ac and an estimated average density of 31 du/ac – 660 dwelling units on 21.3 acres.
- Approximately 1.94 million square feet in four nonresidential / mixed use land use classifications on approximately 119 acres:
 - Village Center (VC) on 11.4 acres with an allowable FAR of 0.2-2.0 (single use) or 0.5 – 3.0 (mixed), and an estimated average FAR of 0.2 – 99,317 square feet;
 - Business Park (BP) on 73 acres with an allowable FAR 0.25-2.0 and an estimated average FAR of 0.4 – 1,271,952 square feet;
 - Light Industrial Flex (IF) on 30 acres with an allowable FAR of 0.25-2.0 and an estimated average FAR of 0.4 – 522,729 square feet; and
 - Highway Commercial (HC) on 5 acres with an allowable FAR of 0.2-2.0 and estimated average FAR of 0.2 – 43,560 square feet on 5 acres.
- Parks and Open Space (OS), with a total of 23.3 acres:
 - 21.1 acres assumed to be medium to large parks, including a proposed central green of approximately 16 acres; and
 - 2.2 acres of small open spaces, pocket parks, and community gardens of 2.2 acres.¹
- 90.5 acres of streets and other public rights of way and stormwater management public easements.

¹ Location and acreage of greenways and trails to be determined in the Specific Plan.

Table 1: Proposed Land Use Plan / Development Yield Table

Guidance from City of Woodland General Plan				Woodland Research Park Specific Plan - October 19, 2016					
Land Use Designation	Resid. Density units/acre	FAR		Land Area (acres, gross)	Assumed Resid. Density (gross)	Assumed FAR (gross)	Yield	Employment Intensity	Estimated Number of Jobs
 Residential - Low Density LD	0 - 8.0	---		88.2	6.0	---	529 du	---	---
 Residential - Medium Density MD	8.1 - 19.9	---		42.8	12.0	---	514 du	---	---
 Residential - High Density HD	20.0 - 40.0	---		24.2	24.0	---	581 du	---	---
 Village Center - VC (similar to Woodland Neighborhood Commercial & Corridor Mixed Use)	15.0 - 40.0	single use 0.20 - 2.0 mixed use 0.5 - 3.0		13.3	---	0.2	115,870 sf gross floor area	800 per net square feet at 0.2 FAR*	138
 Business Park BP	---	0.25 - 2.0		80.6	---	0.4	1,404,374 sf gross floor area	250 per net square feet at 0.4 FAR*	5337
 Light Industrial Flex IF	---	0.25 - 2.0		33.5	---	0.4	583,704 sf gross floor area	800 per net square feet at 0.4 FAR*	693
 Highway Commercial HC	---	0.20 - 2.0		5.3	---	0.2	46,174 sf gross floor area	800 per net square feet at 0.2 FAR	55
 Parks & Open Space - OS Large & Medium-sized Parks	---	---		20.0					
 Important streets (as shown, within developable area) that define the layout of WRP & connect to Spring Lake neighborhoods	---	---		20.0					
 ROW of Peripheral Streets, Bike & Ped Trails, Parkland Ave Extension	---	---		23.1					
TOTALS				351.0 acres			1624 du residential		6167 employees
							2,150,122 sf overall commercial		

PARKS / OPEN SPACE

The proposed Specific Plan includes approximately 23 acres of public parkland, open spaces, and greenways, located throughout the plan area. A central green of approximately 16 acres would serve as the primary park / open space feature, as a central gathering space, and as a central organizing design feature of the layout of the Specific Plan. Smaller parks, open spaces, and greenways are proposed throughout the plan area so that all residents and employees in the Specific Plan would have close access to open space. Development within the Business Park would be encouraged to include private and / or semi-public open spaces for the benefit of employees.

The Central Green would include one or more areas for field and court sports, playgrounds / tot lots, restrooms, picnic tables, shade structures and shaded seating areas, passive recreation areas, and improvements at the southern end to provide a central gathering place for outdoor socializing and events (such as a weekly farmers market). Smaller parks and open spaces would be designed for a variety of passive and active uses, depending on the size and configuration of the park / open space. The Central Green could also include space for a small concession stand and / or serve as a hub for mobile food vendors. Space for an outdoor public market or market hall could also be provided in the Central Green.

A series of greenways would connect the Specific Plan area, both north-south and east-west, to existing and planned parks, open spaces, and greenways within Spring Lake. The location, extent, and size of greenways will be detailed in the Specific Plan.

The 2035 General Plan anticipates evaluation of a transition area between the proposed urban and adjacent non-urban (farmed) edges at the southern boundary of the Specific Plan area, such as a buffer zone between the southernmost extent of development and ongoing agricultural operations to the south. The width of the buffer zone and potential for the buffer to provide stormwater management and other benefits would be addressed in the Specific Plan.

BLOCKS, ROADS, AND CIRCULATION

The layout of the Specific Plan is designed to create a, well-connected circulation network for all modes of travel that allow for easy access to all parts of the plan area and connect to roadways within Spring Lake. The concept of connectivity extends to existing and planned greenways in both Spring Lake and the Specific Plan to allow for maximum safe travel by motor vehicles, pedestrians, and bicyclists. The proposed block sizes, pattern, and orientation are intended to create feasible development parcels while creating a cohesive neighborhood with a distinctively urban sense of place that is seamlessly connected to existing neighborhoods & facilities.

All public roads within the Specific Plan will include a connected sidewalk system and either protected bicycle lanes as part of the sidewalk (for major through roads) or a combination of on-street bicycle lanes or mixed flow bicycle routes for local street with low traffic volumes and slower vehicle speeds.

The Business Park and Light Industrial Flex area is intended to provide flexibility on floorplate size and building configuration, allowing for a range of building sizes and types while providing an opportunity for a campus setting. The business park area may be developed with a combination of public roads and private drives to connect buildings within each development site and to connect multiple development sites to each other. Site plan and design guidelines applicable to accompany the Specific Plan will encourage such connectivity. Design guidelines will also encourage buildings to be accessible and have entrances fronting public streets, providing opportunities to activate those streets. Buildings constructed in the interior of the business park area, adjacent to SR 113, will be encouraged to extend the public street grid through a system of internal roads (whether public or private). The

Specific Plan will include a circulation master plan with more details regarding roadways, bicycle and pedestrian facilities, and the block framework.

DRAINAGE

An existing drainage way adjacent to SR 113 that wraps around the southern end of the plan area adjacent to CR 25A will either be maintained or modified to maintain an equivalent level of or increase drainage capacity, to meet project needs (and to achieve no net run-off from the project site). Naturalized stormwater management systems will be incorporated into public parks and open spaces to reduce the size requirements for conventionally engineered drainage systems. Private development will also employ naturalized stormwater management systems to manage drainage needs on-site.

UTILITIES

The first phase of development is anticipated to connect to trunk lines for water, sewer, and drainage that are currently stubbed out at the property line between Spring Lake and the Specific Plan. These lines were intentionally oversized to accommodate future development in the Specific Plan. Concept-level infrastructure / utility master plans will be prepared separately to provide technical information for the Specific Plan. The Specific Plan will also identify private utility needs (electricity, natural gas, telephone, cable / internet, etc.) and include a strategy for how these utilities will serve the plan area.

5. CONSISTENCY OF THE SPECIFIC PLAN WITH THE WOODLAND GENERAL PLAN

The City's 1996 General Plan designated 316 acres of the 351-acre plan area in the City's planning area boundary and all 351 acres within the ULL. The City of Woodland is updating its General Plan ("2035 General Plan") and has released a public review draft. Referred to as "SP-1A" in the General Plan, the City envisioned the Specific Plan to develop as a mixed-use neighborhood, anchored by a research and technology business park in the "Southern Gateway" at CR 25A and SR 113 (see policy 2.D.3 of the Land Use Element). The highest intensity of development will occur within the business park area, providing a prime opportunity for job creation within Woodland. The remainder of SP-1A will be largely residential, with some open space and recreation areas. The proposed General Plan anticipates that SP-1A would accommodate larger businesses, including technology firms, while Downtown Woodland could accommodate smaller and start-up firms.

As with the 1996 General Plan, the proposed updated General Plan shows the Specific Plan area within the City's ULL. Policy 2.A.1 of the proposed General Plan (Land Use Element) states: "a permanent Urban Limit Line (ULL) is established around Woodland to permanently circumscribe urban development and comply with provisions for agricultural lands." This policy seeks to implement Woodland's Measure A (approved by voters in 2006) that requires voter approval of modifications to the ULL. In addition, Policy 2.A.3 (Land Use Element) requires one acre to be permanently conserved for every acre converted to urban development within the ULL. The Specific Plan will comply with this requirement.

The proposed 2035 General Plan assumes that 2.15 million square feet of nonresidential building space and over 1,600 housing units will be developed within the Specific Plan. The land use plan for the Specific Plan is consistent with these assumptions and other guidance from the proposed 2035 General Plan, related to the SP-1A portion of the City's planning area. Therefore, the guiding principles of the Specific Plan are consistent with the general development assumptions contained in the proposed 2035 General Plan.

The proposed 2035 General Plan also sets forth specific goals and policies for development of SP-1A. Below is an analysis of how the Specific Plan meets these goals and policies.

Goal 2.L New Growth Areas. Encourage the creation of well-defined, balanced neighborhoods in new Specific Plan areas.

Policy 2.L.2 Specific Plan-1A (SP-1A). Promote development of SP-1A as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25A and SR 113. Concentrate the highest intensity of development within and in close proximity to the business park area, with lower-density, largely residential uses to the north. *As shown in Table 1 and Figure 8, above, the highest residential densities (High Density and Medium Density), a proposed Village Center, and a central green with the highest concentration of recreational activities are clustered around the technology business park uses to provide opportunities for workers to live, shop, dine, and recreate in proximity to their places of employment.*

Goal 2.M Neighborhoods in New Specific Plan Areas. Create distinctive and sustainable new neighborhoods.

Policy 2.M.1. Compact Form. Promote the development of compact, complete neighborhoods that locate services and amenities within walking and biking distance of neighborhood residents, reducing the need to travel by car. *The proposed layout of the Specific Plan is a well-connected grid of collector streets and a finer-grained network of local streets with bicycle lanes, bike/ped trails, and sidewalks. Most residents live within walking distance (1/2 mile or less) of the technology business park and Village Center.*

Policy 2.M.2 Mixed Uses. Require neighborhood design that incorporates a mix of residential and non-residential development that addresses the basic daily needs of residents and employees. Each new growth area must incorporate some new employment-generating uses. *The Specific Plan will accommodate nearly 6,200 jobs, over 1,600 housing units, and a 13-acre Village Center with nearly 116,000 sq. ft. of space for retail, service, and other commercial uses. The Village Center, along with planned commercial space immediately adjacent to the Woodland Research Park in Spring Lake, will be designed to support residents in both communities with complementary retail and service uses.*

Policy 2.M.3 Housing. Design neighborhoods to include a mix of housing types at a range of densities and cost levels that accommodate residents at all stages of life through the design and location of housing. Residential uses must achieve an overall minimum average density of eight dwelling units per gross acre across the Specific Plan. *A mix of single-family homes, small lot single-family homes, townhomes, condominiums, and apartments are planned on 155 acres, with average densities ranging from 6 to 24 units per acre. These residential categories will allow for a wide range of housing types, and sizes (rental and ownership), including accessory dwellings (second units). The Specific Plan will also encourage:*

- *The provision of housing that meets all stage-of-life needs and accommodates multi-generational households; and*
- *The provision of housing that incorporates universal design (per program 2.C-4 of the Woodland Housing Element). Buyers of for-sale affordable housing units will be offered "universal design" or "visitability" features per the requirements of Section 6A-5-10 of the Woodland Municipal Code.*

Policy 2.M.4 Pedestrian and Bike Mobility. Design streets to facilitate pedestrian and bicycle mobility in order to reduce automobile dependence and vehicle miles travelled. Utilize a modified and traditional street grid with walkable blocks. Integrate a seamless greenbelt/trail system that provides recreational and transportation benefits. *As noted previously, the Specific Plan layout will include a modified traditional street grid consisting of collector streets fed by local streets with walkable blocks. Streets will be connected through a system of sidewalks, bicycle lanes, and bike/ped paths as described in Section 4, above.*

Policy 2.M.5 Efficiency. Strive for net-zero energy development by encouraging buildings to be constructed so that they consume less energy, water, and other resources; allow natural ventilation; use daylight effectively; and facilitate the use of clean energy whenever possible.

Policy 2.M.6. Green Building. Encourage sustainable, “green” building practices and construction techniques so that structures are designed, built, and renovated in a sustainable and resource-efficient manner. *The*

The Specific Plan will implement Policies 2.M.5 and 2.M.6 through compliance with green building and energy efficiency measure the City’s 2035 Climate Action Plan, Strategies E-3 and E-6, the CalGreen Code, and California’s Building Energy Efficiency code. The Specific Plan will incorporate features that encourage energy- and resource-efficient site planning, landscaping, and building design, including siting uses and development to take advantage of passive and active heating and cooling; incorporation of naturalized stormwater systems and use of recycled water in public parks, open space, and public realm landscape areas. In addition, the Specific Plan will contain design guidance to support current best practices in green building design and construction, including water-efficient fixtures and appliances; energy efficient building materials and resources; renewable or locally available building materials; low VOC paints and adhesives; and other industry standard best practices.

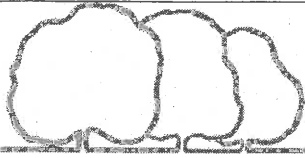
Policy 2.M.7 Characteristics of Older Neighborhoods. Incorporate the best characteristics of older neighborhoods, such as a well-defined street grid with smaller blocks, front porches, shallower front setbacks, historic style lighting and monument features to create a sense of place. *The Specific Plan promotes features of traditional neighborhoods through standards and guidelines that support walkable neighborhood blocks; wider sidewalks and narrower local streets; centrally located and accessible open space; front porches or stoops and shallower setbacks that engage the street; and pedestrian-oriented amenities, such as lighting and street furniture within the public realm, to help define the neighborhood’s sense of place and character. The Specific Plan will contain design guidelines that encourage traditional neighborhood design while also allowing modern architectural interpretations of traditional design.*

6. PROJECT TIMELINE AND PHASING

Timing of development depends on a number of factors, in particular market conditions and the feasible rate at which new development can be absorbed in the Woodland marketplace. Table 3.7-5 (page 3-25) of 2035 General Plan and Climate Action Plan EIR assumed a buildout period between 2016 and 2025 for the purpose of environmental impact analysis. However, the first phase of development is anticipated to commence between 2018 and 2019.

Development of the Specific Plan would be completed in several phases, the number and precise location/ acreage to be determined through the preparation of the Specific Plan. However, Phase 1 is anticipated to include initial research business development, commercial services, housing, and public space, to establish a sense of place, and supported by necessary infrastructure.

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City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

MICHAEL BEEMAN for Costalotta Partners LLC

MAILING ADDRESS:

PO BOX 120

CITY STATE ZIP CODE:

WOODLAND, CA 95776

PHONE NUMBER:

(530) 304-2879

E-MAIL ADDRESS:

MBB@BULLSEYEFARMS.COM

PROJECT APPLICANT

SAME

MAILING ADDRESS:

CITY STATE ZIP CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

2. Application Requested

- | | | |
|--|--|--|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☐ General Plan Amendment |
| ☐ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☐ Design Review | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☒ Other | SPECIFIC PLAN, ANNEXATION, PRE-ZONING, DEVELOPMENT AGREEMENT |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

WOODLAND RESEARCH & TECHNOLOGY PARK

Total Acres or Square Feet

+/- 351 ACRES

Site address or location:

041-026-0439 041-086-017

Assessor's Parcel Number:

MULTIPLE. SEE ATTACHED FOR LIST OF PARCEL NUMBERS.

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

PLNG-17-00017

5. General Plan Amendment

Existing General Plan Designation
SEE ATTACHED

Gross Acres

Proposed General Plan Designation

Gross Acres

6. Zoning Amendment

Existing Land Use Zone
SEE ATTACHED

Gross Acres

Proposed Land Use Zone

Gross Acres

7. Residential Development

No. of residential units are being requested? _____

No. of lots will be created by this project? _____

Single Family _____ Half-plex _____

Do you intend to market the units for sale?

Duplex _____ Apartments SEE ATTACHED

☐ YES ☐ No

Condominiums _____ Other _____

Do you intend to market the units for rent?

Townhomes _____ Total Units _____

☐ YES ☐ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial
development proposed:

Indicate the gross and leasable square footage for
each type of development:

SEE ATTACHED

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Michael Beeman 3/1/2017
Applicant: _____ Date

Legal Owner: _____ Date

Legal Owner: _____ Date

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

RESOLUTION NO. PC17-04

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND RECOMMENDING THAT THE CITY COUNCIL
ACCEPT THE PETITION TO PREPARE THE WOODLAND
RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN
COMPRISED OF 351 ACRES SOUTHEAST OF FARMER'S CENTRAL
ROAD AND HIGHWAY 113 AND AS IDENTIFIED IN THE 2035
GENERAL PLAN AS "SP-1A"**

WHEREAS, the Woodland Planning Commission considered Planning Application PLNG 17-00017, a petition to prepare the Woodland Research and Technology Park Specific Plan ("Specific Plan") located southeast of Farmer's Central Road and Highway 113 consistent with the requirements as outlined in the Woodland Municipal Code Chapter 24A pertaining to Specific Plans; and

WHEREAS, the City of Woodland Municipal Code, Chapter 24A provides that private parties wishing to use a specific plan to implement general plan policy shall petition the city requesting permission to prepare a specific plan for their project and that upon consideration of the petition, the Planning Commission shall make a recommendation to the City Council as to whether the petition should be accepted or denied; and

WHEREAS, the Municipal Code Chapter 24A requires the Planning Commission to base its recommendation on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the general plan; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the acceptance of the petition to prepare a specific plan is subject to the general rule exemption 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; and

WHEREAS, pursuant to CEQA, if the petition to prepare the specific plan is accepted by the City Council, an Environmental Impact Report shall be prepared for the project; and

WHEREAS, the 2035 General Plan identifies three areas within the Urban Limit Line designated for future Specific Plan development: SP1 in the south, SP-2 in the east, and SP-3 in the north and the proposed Specific Plan aligns precisely with the SP-1A subarea boundaries within the broader SP-1 new growth area as identified in "Exhibit A;" and

WHEREAS, the 2035 General Plan specifies that major new residential development on previously undeveloped land be planned through a Specific Plan process; and

WHEREAS, the principles that will guide the development of the Specific Plan align with the general plan's SP-1A new growth area goals and policies, as well as broader job growth, diversification and economic development objectives; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend that the City Council accept the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application (PLNG17-00017) based on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the City of Woodland 2035 General Plan.

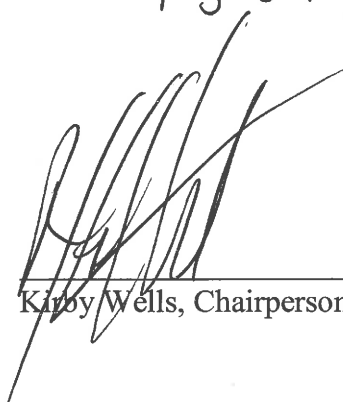
PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 18th day of May, 2017, by the following vote:

AYES: Harris, Holt, Lizarraga, Lopez, Murphy, Ortega-Lampkin, Wells

NOES: None

ABSTAIN: None

ABSENT: None



Kirby Wells, Chairperson

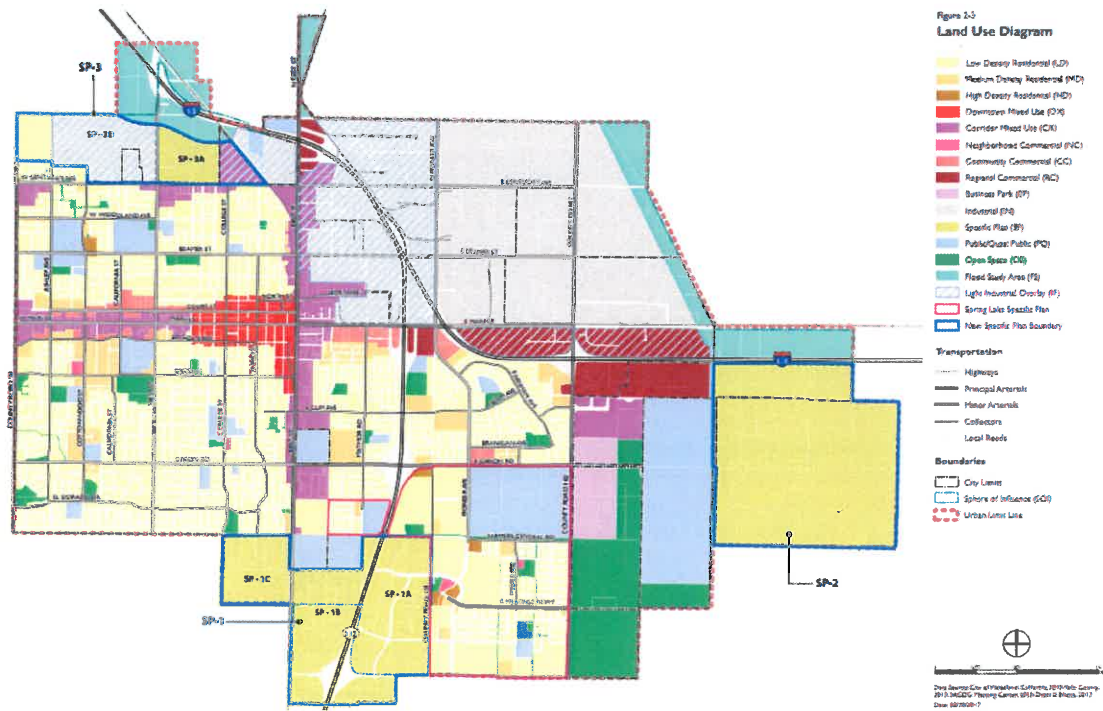
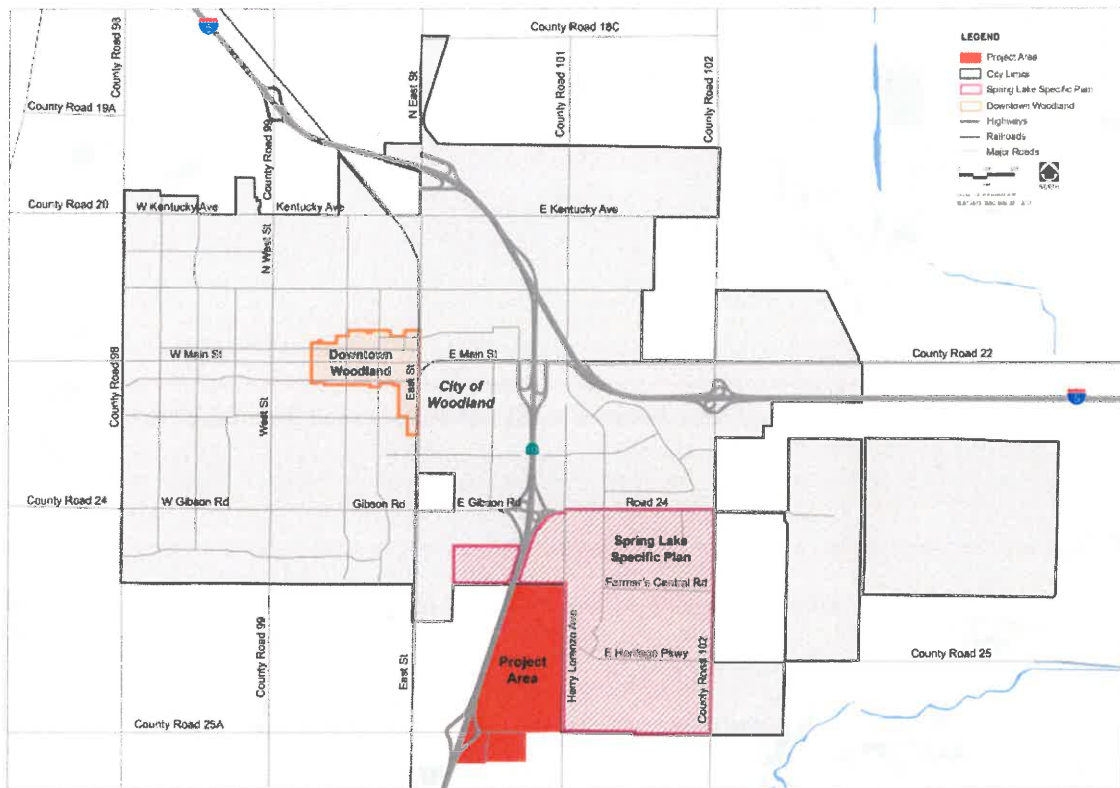
ATTEST:



Cindy Norris, Principal Planner ✓

Ken Hatt, Assistant City Manager for

EXHIBIT A Specific Plan Location



Legislation Text

20.

File #: 17-0502, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Report from the City Council Sub-Committee on Implementing Proposition 64 -
Adult Use of Cannabis in the City of Woodland**Recommendation for Action:** Staff recommends that the City Council:

- 1) Receive a report from the City Council Sub-Committee on Proposition 64; and
- 2) Provide feedback on preliminary direction and next steps pertaining to the regulation of Cannabis in Woodland.

Staff ContactStephen Coyle, Deputy Community Planning Director, (530) 661-5910, Stephen.coyle@cityofwoodland.org**Fiscal Impact**

No fiscal impacts on the City at this time other than staff and City Attorney time for continued staffing of the subcommittees, and to research and prepare ordinances.

Background**Proposition 64**

On November 8, 2016, California voters approved Proposition 64, also known as the Adult Use of Marijuana Act ("AUMA"), which includes the following changes to California law:

- A. Personal (non-commercial) use by persons over 21 years of age:
- Legalizes personal cannabis (marijuana) use, possession, transportation, purchase, or transfer (but not sale) of up to 28.5 grams of non-concentrated and not more than 8 grams of concentrated marijuana (including in edibles);
 - Legalizes cultivation of up to six (6) marijuana plants within a private residence (single-family home, multi-family apartment unit, or mobile home), inclusive of within a greenhouse or other accessory structure on the same parcel of the property, provided that the plants and marijuana produced from the plants are not visible from a public space;
 - Prohibits smoking of marijuana in certain places, including wherever smoking tobacco is prohibited and in public places (except where authorized locally);
 - Prohibits smoking or consuming marijuana while driving or riding in a vehicle (with some exceptions), and prohibits possession and use of marijuana on school grounds, at day care centers, and at youth

centers while children are present.

- Permits the City to reasonably regulate, but not prohibit, personal indoor cultivation

B. Medical marijuana remains available in dispensaries for patients with a California doctor's recommendation in accordance with Prop. 215 and state law (SB 420). The City of Woodland currently prohibits medical cannabis dispensaries within the City limits.

C. Commercial cannabis cultivation, production, and sale:

- Commercial sale, cultivation, and production (e.g., manufacturing, distribution) of non-medical marijuana are allowed only by state-licensed businesses;
- Beginning January 1, 2018, AUMA allows the retail sale of marijuana for adult (recreational) use in licensed stores under regulations to be established by the state Bureau of Medical Cannabis Regulation, as may be permitted by local governments (although it is unclear whether the State will be ready to actually issue, rather than simply accept applications for, licenses by this date);
- Both adult use and medical cannabis will be subject to new state taxes, and existing commercial medical marijuana providers will require state and local licenses pursuant to the Medical Cannabis Regulation and Safety Act (MCRSA), passed by the legislature in 2015;
- The state established 19 different commercial cannabis license categories for cultivation, manufacturing, testing, distributing, and retailing. Licenses for adult use facilities are distinct from those for medical facilities licensed under the MCRSA;
- Cities and counties may impose business taxes on facilities cultivating, manufacturing, processing, selling, distributing, providing, and storing cannabis.
- Permits the City to prohibit commercial sale, cultivation, and production of cannabis within the City, as is currently the case.

City Council Action To-date

Immediately prior to the passage of Proposition 64, the City Council adopted an urgency moratorium ordinance banning outdoor cultivation of marijuana, and imposing the same requirements on indoor cultivators of non-medical marijuana as are currently in place for the indoor cultivation of medical marijuana. The City Council subsequently extended the initial 45-day moratorium, and the moratorium will expire on October 1, 2017, unless further extended for up to an additional year before then. The City Council could also decide to extend only a certain portion of the existing moratorium and permanently prohibit or otherwise regulate other cannabis uses. The City's Municipal Code currently prohibits the issuance of a business license for uses inconsistent with state and federal law, meaning that until and unless the Code is amended, no lawful cannabis business may be established in the City.

Following passage of Proposition 64, the City Council appointed two Council members to a subcommittee (Mayor Barajas and Council member Rodriguez). The Planning Commission also appointed two of its members to a cannabis subcommittee (Commissioners Harris and Lizzaraga). The two subcommittees have met jointly, and the Council subcommittee has also met separately. The Council Subcommittee has considered its charge as follows:

1. Comprehensively evaluating the legal, social, environmental, and economic impacts of Proposition. 64;
2. Weighing and assessing the benefits and drawbacks of allowing or prohibiting specific personal and commercial cannabis activities;
3. Reviewing current regulatory activities in surrounding communities and Yolo County;
4. Considering appropriate regulations for personal cultivation and for the sale, cultivation, and production of commercial cannabis in 2017 and in 2018 in response to the state's new regulations, and as a source of revenue to better control the illegal cannabis market;
5. Following its investigations and analysis, propose recommendations to the City Council on an approach to regulate both personal and commercial cannabis activities that allows the City to address the current state legislation while allowing sufficient time for a more thorough deliberation of regulations in anticipation of the new state laws in 2018; and
6. Solicit community input on key elements such as where, when, and whether cannabis dispensaries should be allowed in the City, and appropriate venues for formal and informal cannabis-related education, funded in part through the state as a condition of legalization.

Items for Council Consideration

Following a series of meetings, the Joint City Council and Planning Commission subcommittee have developed a framework for considering the multitude of policy issues raised by the passage of Proposition 64, and is beginning to coalesce around preliminary recommendations.

This report highlights the current direction of the subcommittee work and outlines next steps, leading to presentation of formal recommendations to be presented to the Planning Commission and City Council later this year. Major policy areas would include:

1. Regulation of indoor and/or outdoor cultivation of cannabis for personal use.
 - The City's existing ordinance imposes certain regulations on indoor medical marijuana cultivation (including lighting regulations, requirements for ventilation and filtration, and restrictions on where cannabis may be grown inside of a residence) and prohibits all outdoor cultivation of medical marijuana within (1) a 600-foot radius of any child care center, park, school or residential use; or (2) any residential zone.
2. Regulation of indoor and/or outdoor cultivation for commercial purposes.
3. Consideration of allowable commercial uses of cannabis, including production/processing (i.e., licensed manufacturers), distribution, and testing.
4. Consideration of allowable retail uses of cannabis, whether for medicinal or recreational purposes, or both (although both uses require separate licenses from the state).
5. Consideration of fees and/or taxes to be imposed on permitted (or conditionally permitted) commercial and/or retail uses; whether the Council wants to maximize revenue from such uses, or merely cover costs associated with regulation and enforcement.
 - The City Council may place a tax measure on the ballot to specifically tax cannabis-related uses.

A special tax could be placed on the ballot on any election date, but it would require a 2/3 vote. A general tax would require a simple majority to pass but may only be placed on the same ballot as City Council members (currently November 2018). Additionally, the City may be able to achieve additional revenue by separately negotiating with large commercial uses and entering into a development agreement with such a use.

Subcommittee's Next Steps

Following feedback received at the Council meeting, staff anticipates holding a community forum around mid-summer to include a presentation on the latest information on state laws regulating cannabis, share the results of the sub-committees investigations, analysis, and recommendations, and hold a facilitated community panel discussion, with a panel representing expert legal, social, environmental, and economic perspectives. Information gathered from the forum will be compiled into a public report that describes community concerns, issues, recommendations, and questions that require further investigation.

Discussion

The Subcommittee recommends the following for consideration by City Council:

1. Approach the City's regulatory process incrementally to allow the City Council, the Planning Commission, staff, and the public to better understand the complexities and impacts of legalization and pending state legislation in sufficient depth to make or support necessary regulatory and financial decisions.
2. Consider the steps available to the City to take over time to regulate, administer, and derive revenue from the commercial cultivation, production, distribution and sale of cannabis.
3. Move forward with a phased approach that:
 - a. 2017: Prohibits the outdoor cultivation of cannabis on any property within the city for any use; allow indoor cultivation of cannabis for personal use, as prescribed in Proposition 64.
 - b. 2017-18: Allows the commercial cultivation, production, and wholesale distribution of cannabis within the city only within secure structures in designated areas in the Industrial Zone.
 - c. 2017-18: Prohibits medicinal or recreational (adult) retail sale or distribution of cannabis within the City. This could be accomplished by extending the existing moratorium and then deciding at a later date whether to permit or conditionally permit retail sale or medicinal or recreational cannabis within the City.
 - d. 2017-18: Monitors and evaluates the results of adopted regulations and new state laws or clarifications to current legislation, as they appear.
4. Report back to Council on the results of the public engagement and informational gathering process described above.
5. Develop a draft action plan, including a budget and schedule, for the licensing of cannabis related business and procedures for levying taxes on appropriate cannabis activities.

Conclusion

Staff recommends that the City Council:

Prepared by: Stephen Coyle, Deputy Community Planning Director,

- 1) Receive a report from the City Council Sub-Committee on Proposition 64; and
- 2) Provide feedback on preliminary direction and next steps pertaining to the regulation of Cannabis in Woodland.

Reviewed by: Ken Hiatt, Assistant City Manager - Community & Economic Development

A handwritten signature in cursive script, reading "Paul Navazio".

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Licensing and Other Informational Links

Adult Use of Cannabis in the City of Woodland: Licensing and Other Informational Links

A link to the City's Medical Marijuana Ordinance:

https://www.municode.com/library/ca/woodland/codes/code_of_ordinances?nodeId=THCOWOCA_CH25ZOOR_ART21.5MEMACU (last updated 3-1-2016)

*Commercial Cannabis Business Licensing Categories

The AUMA provides for up to 19 different types of state licenses for commercial cannabis. These business license types largely mirror those provided for in the Medical Cannabis Safety and Regulation Act (MCRSA). The MCRSA is specific to medical cannabis and will coexist with the AUMA. A summary of the business license categories is as follows:

- Dispensary/Retailer Licenses – *Businesses that engage in the retail sale of cannabis and cannabis products. The dispensary licenses also allows for deliveries in addition to a brick and mortar storefront.*
- Manufacturing Licenses – *There are two types of manufacturing license types. One manufacturing license uses volatile solvents, while the other license does not. The state will limit the number of licenses that use volatile solvents in the manufacturing process.*
- Testing License – *Laboratories that test cannabis and cannabis products.*
- Cultivation Licenses – *Commercial cultivation licenses vary depending on size of grow, and the types of light that are used.*
- Distributor License – *Dedicated solely to the storage and distribution of products from the cultivators and/or manufacturers to dispensaries.*
- Transporter License - *Transporters of cannabis and cannabis products between licenses.*
- Microbusiness License – *Allows for vertical integration, inclusive of cultivation in an area less than 10,000 square feet, nonvolatile manufacturing and dispensing.*

The AUMA bars cannabis businesses from being located within 600 feet of schools and other areas where children congregate. The AUMA and MCRSA provide the opportunity for cities and counties to adopt regulations for the cannabis industry specific to their community.

Additional Information & Resources

- The Adult Use of Marijuana Act Text [Proposition 64](#)
- League of California Cities [Medical Marijuana Information Page](#)
- League of California Cities [Adult Use of Marijuana Information Page](#)
- California Bureau of [Medical Cannabis Regulation](#)

Legislation Text

21.

File #: 17-0505, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: June 6, 2017

SUBJECT: Presentation of FY2017/18 Proposed Budget

Recommendation for Action: Staff recommends that the City Council receive a presentation of the City Manager's FY2017/18 Proposed Budget.

The FY2017/18 budget includes recommendations for annual appropriations across all funds estimated at \$153.8 million, including General Fund appropriations of \$49.4 million, Utility Enterprise Funds appropriations of \$47.6 million and Capital Funds appropriations of \$31.7 million.

The Proposed Budget strives to continue to advance the City Council's goal of long-term fiscal stability through maintaining a balanced-budget with prudent reserves while continuing to address long-term unfunded liabilities. Within this policy framework, limited discretionary funding is available to address needs in other City Council priority goal areas related to public safety, economic development, infrastructure, and constituent services.

In March, the City Council held a Spring Budget Workshop to discuss budget trends and assumptions used to develop both the baseline budget for next fiscal year as well as the update of the City's General Fund Five-year Forecast. Through the workshop the City Council provided feedback on short- and long-term budget priorities, consistent with the City Council goals developed in the Council retreat held earlier in the year. Staff has made every effort to incorporate this Council feedback in the development of the FY2017/18 budget proposal.

The overall budget and updated General Fund five-year forecast reflect a more stable fiscal outlook consistent with the prolonged recovery from the recession. However, the forecast has been updated to reflect anticipated increases in CalPERS pension costs which contribute to the General Fund budget deficits, including \$1.2 million as early as FY2018/19. It is largely due to the uncertainty stemming from recent changes in CalPERS valuation reports that have hampered the city's ability to advance a two-year budget proposal at this time.

The budget proposal represents a prudent spending plan which results in a balanced budget while allocating available one-time funding in support of selected priority needs. The proposal also maintains a relatively healthy General Fund reserve to help buffer the city from the direct service-level impacts should revenues begin to soften, as well as provide a source of funds for unanticipated needs or opportunities.

Following the introduction of the FY2017/18 budget, the Council will have an opportunity to discuss and provide feedback on the specific budget recommendations. It is anticipated that formal adoption of the FY2017/18 budget will occur at the Council meeting on June 20th. The adopted budget would then become effective with the beginning of the new fiscal year, on July 1st, 2017.



Paul Navazio, City Manager

INTRODUCTION OF FY2017/18 PROPOSED BUDGET
June 6, 2017

Outline

- Summary of FY2017/18 Proposed Budget
 - o Baseline Adjustments
 - o Balancing Measures
- FY2017/18 Proposed Funding Recommendations
 - o Recurring Appropriations
 - o One-time Appropriations
- Investment in Strategic Initiatives
- Capital Budget