

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Thursday, July 6, 2017

6:00 PM

Council Chambers

CITY COUNCIL CLOSED SESSION 5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

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

**Agency Designated Representatives: Assistant City Manager, Human
Resources Manager and Police Chief**

Employee Organization(s): Police Mid-Management Employees

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

JULY 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.

[17-0553](#) SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar](#)

F. MINUTES

[17-0557](#) 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 June 6, 2017 and the Joint Regular City Council/Woodland Finance Authority/Successor Agency meeting of June 20, 2017.

Attachments: [06 06 2017 DRAFT FOR APPROVAL](#)

[06 20 2017 DRAFT FOR APPROVAL](#)

G. PRESENTATIONS

1. [17-0525](#) SUBJECT: Proclamation of Appreciation for John & Eunice Davidson Fund Donation

Recommendation for Action: Staff recommends that the City Council recognize a donation from the John & Eunice Davidson Fund to improve Ferns Park with a proclamation of appreciation.

Attachments: [2017 Proclamation of Appreciation John and Eunice Davidson Fund](#)

H. CONSENT CALENDAR

2. [17-0511](#) SUBJECT: Approve Transfer of Funds from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to transfer \$50,000 from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project).

Attachments: [A - Resolution](#)

3. [17-0523](#) SUBJECT: Yolo County Waste Advisory Committee Appointment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Rosie Ledesma as the City's representative on the Yolo County Waste Advisory Committee for the period of August 1, 2017 through January 31, 2018.

Attachments: [2017 Appointment of Ledesma to WAC - Resolution](#)

4. [17-0531](#) SUBJECT: Final Acceptance and Notice of Completion for Industrial Park Recycled Water Project, CIP #15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Industrial Park Recycled Water Project, CIP #15-10, construction contract with Mountain Cascade, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Attachments: [A - Resolution](#)

5. [17-0548](#) SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Attachments: [RESOLUTION - Special Assessment Collections](#)

6. [17-0552](#) SUBJECT: Approve Consultant Services Agreement for the ADA Transition Plan, CIP 17-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for preparation of a citywide ADA Transition Plan with Sally Swanson Architects in an amount up to \$93,070 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% (\$13,960) of the agreement amount.

Attachments: [A - Resolution](#)

7. [17-0556](#) SUBJECT: Woodland's Dinner on Main License Agreement - Edible Learning Garden at City Hall - 300 First Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a License Agreement with Woodland's Dinner on Main for development and use of a portion of 300 First Street (City Hall) as an Edible Learning Garden.

Attachments: [WDOM City Garden Proposal](#)
[WDOM Resolution](#)

8. [17-0558](#) SUBJECT: Renewal of Woodland TV Channel 21 Contract

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ renewing the contract with Woodland TV Channel 21 for the broadcast of the Council meetings and Commission meetings for the period July 1, 2017 through June 30, 2020.

Attachments: [Woodland TV 21 Reso](#)

[City of Woodland Contract 2017-2020 -DRAFT 1 FOR COUNCIL REVIEW](#)

I. REPORTS OF THE CITY MANAGER

9. [17-0559](#) SUBJECT: Woodland Regional Park Site - Habitat Conservation Easement Update and Proposed Environmental Education Center

Recommendation for Action

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and take the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. authorizing the City Manager to prepare and execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center; and
3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

Attachments: [RPS 1 Draft Master Plan.pdf](#)

[RPS 2 Draft Conservation Easement Deed.pdf](#)

[RPS 3 Draft Outreach Brochure - Woodland Regional Park.pdf](#)

[RPS 4 Resolution.pdf](#)

10. [17-0560](#) SUBJECT: Sanctuary City

Council Members will have a discussion regarding Sanctuary City.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for July 6, 2017 was posted on June 30, 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 #: 17-0553, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 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, reading "Paul Navazio".

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

JULY 18th

REGULAR MEETING

Presentation

Proclamation for Rob Sanders

Consent

2nd reading and adopt Ordinance related to Documentary Transfer Tax

2nd reading and adopt Ordinance related to Downtown Parking Management Plan

Receive Fiscal Year 2016/17 Annual Grand Jury Report on Affordable Housing Loan Portfolio

Receive Gen Plan and Housing Element Annual Progress Report for periods of Jan 1 – Dec 31, 2016

Sub-recipient agreement with Yolo Wayfarer Center – permanent support for housing

MHFPC Annual Report

Approve Plans & Specs; authorize bidding for Wells #10, #17 & #20 Demo Project, CIP #11-10

Final Acceptance for Recycled Water Project, CIP #16-01

Public Hearing

Waste Management Liens

Mini-Storage Moratorium

Adoption of Fiscal Year 2017/18 Community Development Block Grant Annual Action Plan

SUMMER RECESS JULY 19 THROUGH AUGUST 14

AUGUST 15th

REGULAR MEETING

Consent

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

FUTURE TOPICS / STUDY SESSIONS (TBD):

Affordable Housing Workshop– Part II (SEPTEMBER)

Ag Mitigation Ordinance (OCTOBER)



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

File #: 17-0557, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 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 June 6, 2017 and the Joint Regular City Council/Woodland Finance Authority/Successor Agency meeting of June 20, 2017.

Staff Contact

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

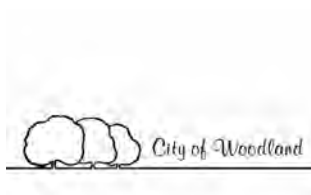
A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachments

City of Woodland

*City Hall
300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, June 6, 2017

6:00 PM

Council Chambers

City Council

**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

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 Phil Hogan.

D. COMMUNICATIONS-PUBLIC COMMENT

Christine Shumaker and Mark Aulman spoke regarding the Paris Climate Agreement.

Angie Roddan and Randy Russell spoke regarding the Woodland Celtic Games and Festival.

Karen Shepard, Marie Perea, Jim Mayer and Seeta Chaganti spoke as part of Woodland Huddle and making Woodland a Sanctuary City and consideration of this item on July 6th agenda.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[17-0507](#)

SUBJECT: Long Range Calendar

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

F. MINUTES

1. [17-0499](#)

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.

Received the minutes of the Planning Commission meeting of April 6, 2017 and April 20, 2017.

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.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 4, 2017 and the corrected minutes of May 16, 2017.

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

H. CONSENT CALENDAR

3. [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.

Adopted Resolution No. 6843, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, FORMALLY APPROVE THE INTERFUND LOAN AGREEMENTS.

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.

Adopted Resolution No. 6844, 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.

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.

Adopted Resolution No. 6845, 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.

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.

Adopted Resolution No. 6846, 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.

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.

Adopted Resolution No. 6847, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A 2016 CONTINUUM OF CARE PROGRAM GRANT.

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).

Adopted Ordinance No. 1616, 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.

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.

Adopted Resolution No. 6848, 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.

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).

Adopted Resolution No. 6849, 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.

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.

Adopted Resolution No. 6850, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE HIDDLESON POOL DEMOLITION PROJECT, CIP 17-13.

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.

Adopted a proclamation recognizing Dennis Diemer for his service as General Manager of the Woodland-Davis Clean Water Agency.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members approved Consent Calendar Item No. 3 thorough 12.

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

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.

Received a presentation from the Yolo HCP/NCCP Conservancy on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR; and received public comment on the Public Review Draft HCP/NCCP and related Public Review Draft EIS/EIR.

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

Adopted Resolution No. 6851, 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 and waived the first reading and introduced by title only an ordinance amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax.

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

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).

Adopted Resolution No. 6852, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSULTANT AGREEMENT WITH ATEEM ELECTRICAL ENGINEERING, INC. FOR PROGRAMMING AND SCADA INTEGRATION SERVICES FOR ASR WELLS 29 & 30, CIP 15-02.

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

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.

Waived first reading and read by title only an ordinance amending Section 6B-110 of the Woodland Municipal Code relating to the Deferral of Certain Development Impact Fees.

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

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.

Adopted Urgency Ordinance No. 1617, 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.

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

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.

THIS ITEM WAS PULLED FROM THE AGENDA AND WILL COME BACK AT A FUTURE DATE.

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.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6853, 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; Resolution No. 6854, 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; Resolution No. 6855, 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 and Resolution No. 6856, 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.

COUNCIL MEMBERS TOOK A FIVE-MINUTE RECESS PRIOR TO CONTINUING TO NEXT ITEM.

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

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.

Received a report from the City Council Sub-Committee on Proposition 64.

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.

Received a presentation of the City Manager's FY2017/18 Proposed Budget.

Motion was made by Council Member Stallard, seconded by Council Member Davies and carried unanimously, to extend the Council meeting 15 minutes.

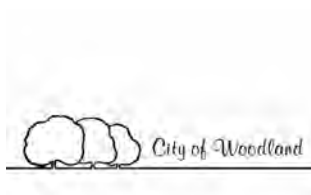
K. ADJOURNED AT 9:12PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

*City Hall
300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, June 20, 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 and Human
Resources
Manager
Employee Organization(s): Woodland Police Supervisors 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): Confidential Unit**

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE
AUTHORITY/SUCCESSOR AGENCY
JUNE 20, 2017
6:00 P.M.**

- A. CALL TO ORDER**

Meeting called to order at 6:08PM.

- B. ROLL CALL**

Present: 4 - Mayor Angel Barajas, Mayor Pro Tem Enrique Fernandez, Council
Member Marlin Davies and Council Member Tom Stallard
Absent: 1 - Council Member Xochitl Rodriguez

- C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Police Chief Luis Soler.

- D. COMMUNICATIONS-PUBLIC COMMENT**

Mary Gromberg, Larry Love, Kim Bryant and Griselda Castro spoke regarding

Woodland becoming a Sanctuary City.

Jesse Ortiz spoke regarding support of the Boxing Club and also support of agenda items G.2 (Ramadan Proclamation) and J.22 (Mutual Housing).

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[17-0542](#)

SUBJECT: Long Range Calendar

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

F. MINUTES

1. [17-0512](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for April 24, 2017

Recommendation for Action: Staff recommends that the City Council receive the April 24, 2017 Parks & Recreation Commission Minutes that were approved on May 22, 2017.

Received the April 24, 2017 Parks & Recreation Commission Minutes.

G. PRESENTATIONS

2. [17-0547](#)

SUBJECT: Proclamation honoring May 26 - June 24, 2017 as the Month of Ramadan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation recognizing May 26 - June 24, 2017 as the Month of Ramadan

Adopted proclamation recognizing May 26 - June 24, 2017 as the Month of Ramadan.

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

H. CONSENT CALENDAR

3. [17-0474](#)

SUBJECT: Approval of Capital Financing and Debt Management Policy

Recommendation for Action: Staff recommends that the City Council approve the Capital Financing and Debt Management Policy for the City of Woodland.

Approved the Capital Financing and Debt Management Policy for the City of Woodland.

4. [17-0487](#)

SUBJECT: Library Improvement Project, CIP 15-08; Final Acceptance and Notice of Completion

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Library Improvement Project, CIP 15-08, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 6857, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE LIBRARY IMPROVEMENT PROJECT, CIP 15-08 AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

5. [17-0490](#)

SUBJECT: Approve Consultant Services Agreement for 2017 Corridor Safety Study Project, CIP 17-17

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for with Fehr & Peers, in the amount of \$148,000 for the 2017 Corridor Safety Study Project and authorize the City Engineer to execute the agreement and amendments, as necessary, up to 20% of the agreement amount.

Adopted Resolution No. 6858, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT SERVICES AGREEMENT WITH FEHR & PEERS FOR THE 2017 CORRIDOR SAFETY STUDY PROJECT, CIP 17-17.

6. [17-0498](#)

SUBJECT: Summary Vacation of Utility Easements on a Parcel Located at 20 North Cottonwood St.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving summary vacation of utility easements on a parcel located at 20 North Cottonwood St.

Adopted Resolution No. 6859, A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL APPROVING SUMMARY VACATION OF UTILITY EASEMENTS ON A PARCEL LOCATED AT 20 NORTH COTTONWOOD STREET.

7. [17-0500](#)

SUBJECT: Public Works Quarterly Status Report for the period of March through May 2017

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

Accepted the Public Works Department's Quarterly Status Report.

8. [17-0514](#)

SUBJECT: Second Reading and Adoption of Ordinance approving the Extension of the Development Impact Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance approving the

Extension to the Development Impact Fee Deferral Program.

Adopted Ordinance No. 1618, 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.

9. [17-0528](#)

SUBJECT: Oil Payment Program FY17 Budget Increase

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing an additional FY 2016/17 appropriation of \$2,000 in the Used Oil Payment Program Fund for a total appropriation of \$18,000.

Adopted Resolution No. 6860, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2016/17 USED OIL PAYMENT PROGRAM (FUND 386) BUDGET.

11. [17-0538](#)

SUBJECT: Consultant Services Agreement for West Woodland Safe Routes to School Improvement Project, CIP 17-09

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$310,000 for the West Woodland Safe Routes to School Improvement Project, CIP 17-09 and authorize the City Manager to execute the agreement.

Adopted Resolution No. 6861, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT SERVICES AGREEMENT WITH BENNETT FOR THE WEST WOODLAND SAFE ROUTES TO SCHOOL IMPROVEMENT PROJECT CIP 17-09.

12. [17-0541](#)

SUBJECT: Appointment of City Council Representative on the Yolo Sub-Basin Groundwater Agency JPA

Recommendation for Action: Staff recommends that the City Council formally designate the Council member serving as the representative to the Water Resources Association of Yolo County (WRA) as serve concurrently as the city's representative on the newly-formed Yolo Sub-basin Groundwater Agency (YSGA) Board.

Designated Council Member Davies, serving as the representative to the Water Resources Association of Yolo County (WRA), to serve concurrently as the city's representative on the newly-formed Yolo Sub-basin Groundwater Agency (YSGA) Board.

14. [17-0544](#)

SUBJECT: Waste Management Delinquent Garbage/Refuse Accounts - Call for a Public Hearing

Recommendation for Action: Staff recommends that the City Council set a Public Hearing for July 18, 2017 to hear and approve the list of

Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Set a Public Hearing for July 18, 2017 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Council Member Davies asked that Consent Calendar No. 10 be moved from the Consent Calendar for discussion.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 14.

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

Council Member Davies wanted to clarify that he didn't ask for Item No. 10 to be removed from the Consent. He wants item included in Consent Calendar for approval, but merely wanted to comment on the item.

10. [17-0534](#)

SUBJECT: 2017 4th of July Sponsors, Volunteers, and Listing of Events

Recommendation for Action: Staff recommends that the City Council receive a report on the 4th of July sponsors, volunteers and listing of events.

Received a report on the 4th of July sponsors, volunteers and listing of events.

Council Member Davies spoke regarding the 4th of July celebrations and the flyer donated by the private sector. He also commented that he wants to continue to fund this event through the private sector.

13. [17-0543](#)

SUBJECT: Berryessa Snow Mountain National Monument Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a resolution reaffirming their support for the designation of Berryessa Snow Mountain as a National Monument.

Council Member Stallard presented Nathan Lillge with a resolution reaffirming their support for the designation of Berryessa Snow Mountain as a National Monument.

Upon approval of Consent Calendar items, Fire Chief Rebecca Ramirez spoke regarding the upcoming 125th Anniversary of the Woodland fire that took much of downtown and claimed the life of one of our Woodland Firefighters. The City Council at that time declared a Proclamation in Memorium. Chief Ramirez presented Council with a ceremonial replica and asked that Council Members sign the replica that is very similar to the one that hangs in the Woodland Opera House today.

I. PUBLIC HEARINGS

15. [17-0515](#) SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6863, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018.

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

16. [17-0516](#) SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council members adopted Resolution No. 6864, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2017/2018.

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

17. [17-0517](#) SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6865, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018.

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

18. [17-0518](#)

SUBJECT: PUBLIC HEARING - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6866, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2017/2018.

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

19. [17-0519](#)

SUBJECT: PUBLIC HEARING: Spring Lake Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Adopted Resolution No. 6867, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2017/2018 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 6868, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2017/2018.

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

20. [17-0520](#)

SUBJECT: PUBLIC HEARING: Gateway Landscaping & Lighting District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2017/2018 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6869, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2017/2018 ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 6870, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2017/2018.

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

21. [17-0527](#)

SUBJECT: PUBLIC HEARING: Public Hearing for and Adoption of Substantial Amendment to Fiscal Year 2016/17 Community Development Block Grant Action Plan

Recommendation for Action: Staff recommends that the City Council take the following actions:

1. Hold a public hearing to receive community input on the proposed FY 2016/17 Community Development Block Grant (CDBG) Action Plan Amendment; and
2. Adopt Resolution No. _____, approving Amendment #1 to the FY 2016/17 CDBG Action Plan with the funding allocations as recommended by staff; and
3. Direct staff to complete the necessary paperwork to process Amendment #1 to FY 2016/17 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period ending on June 20, 2017; and
4. Direct staff to forward the completed Amendment #1 and related documents to HUD once completed; and
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funding activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the CDBG Consolidated Plan goal of assisting low- and moderate- income persons.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernancez and carried unanimously, Council Members adopted Resolution No.

6871, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2016/17 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN.

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

J. REPORTS OF THE CITY MANAGER

22. [17-0546](#)

SUBJECT: Approval of Loan Commitment for Mutual Housing California's Phase 2 Multi-Family Project

Recommendation for Action: Staff recommends that the City Council take the following actions:

(1) Adopt Resolution No. _____, approving a 57-year term residual receipts loan with Mutual Housing California (Mutual) in the amount of \$1,500,000 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;

(2) Approve disbursement of \$1,200,000 in loan proceeds to occur through completion of project construction which is estimated to occur in February 2020; and

(3) Authorize disbursement of the remaining \$300,000 in loan proceeds, contingent upon Mutual satisfying a five-year performance guarantee for funding (estimated to occur in 2025).

(4) The City loan commitment is to be valid for the 2017 Round 2 tax credit application. If Mutual does not receive a tax credit award during Round 2, Mutual would be required to submit a new loan subsidy request to in order to obtain City assistance.

On a motion by Mayor Barajas, seconded by Council Member Fernandez and carried unanimously, Council Members adopted Resolution No. 6872, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$1,500,000 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.

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

23. [17-0529](#)

SUBJECT: Status Report - Update of the Downtown Parking Management Plan

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive a presentation that describes the latest findings on the status of public parking Downtown and recommendations to balance current and future parking supply and demand; and
- 2) Provide direction to Staff on initial recommendations to be included in Downtown Parking Master Plan prior to returning to City Council for final approval this Fall; and
- 3) Introduce and waive first reading of the attached Ordinance amending the City's Parking Ordinance (Municipal Code Chapter 14, Article VII) to add 20 minute, 3-hour, 4-hour parking time zones to the City's Ordinance.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Davies and carried unanimously, Council Members received a presentation describing the latest findings on the public parking Downtown and recommendations; Council Members provide direction to staff and introduced and waived first reading of an ordinance amending the the City's Parking Ordinance.

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

24. [17-0535](#)

SUBJECT: Consultant Services Agreement for W. Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16

Recommendation for Action: Staff recommends that the City Council
1) adopt Resolution No. _____, approving a consultant services agreement with Mark Thomas, in an amount not to exceed \$650,000 for the W. Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16 and authorize the City Manager to execute the agreement and amendments, as necessary, and 2) Receive a presentation regarding upcoming transportation projects.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6873, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT SERVICES AGREEMENT WITH MARK THOMAS FOR THE W. MAIN STREET BICYCLE/PEDESTRIAN MOBILITY AND SAFETY IMPROVEMENT PROJECT, CIP 17-16.

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

25. [17-0533](#)

SUBJECT: Approve Modifications to the Utility Assistance Program

Recommendation for Action: Staff recommends that the City Council modify the Utility Assistance Program to provide a subsidy of \$40/month for up to 12 months in a fiscal year.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members approved the modification of the Utility Assistance Program to provide a subsidy of \$40 per month for up to 12 months in a fiscal year.

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

26. [17-0526](#)

SUBJECT: Fiscal Year 2017-2018 Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year (FY) 2017-2018 Annual Budget of \$158.24 million, which includes the budgets for the Capital Improvement Program, the Woodland Finance Authority and the Successor Agency to the former Redevelopment Agency.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 6874, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2017-2018 ANNUAL BUDGET.

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

27. [17-0545](#)

SUBJECT: Designate Delegate for the Annual League of California Cities Conference

Recommendation for Action: Staff recommends that the City Council designate a voting delegate to represent the City at the Annual Conference of the League of California Cities to be held in Sacramento, September 13 - 15, 2017.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members designated Council Member Stallard as the voting delegate to represent the City of Woodland at the Annual Conference of the League of California Cities to be held in Sacramento, September 13 - 15, 2017.

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

28. [17-0539](#)

SUBJECT: Approve the Sale of the City of Woodland Wastewater Revenue Refunding Bonds, Series 2017

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Forms of and Authorizing Execution and Delivery of a Bond Issuance Agreement, a Letter Agreement for Purchase, and a First Amendment to the Installment Purchase Contract; Authorizing the Issuance of the City of Woodland Wastewater Revenue Refunding Bond, Series 2017; and Approving other Actions Related Thereto.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6875, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT, A LETTER AGREEMENT FOR

PURCHASE, AND A FIRST AMENDMENT TO INSTALLMENT PURCHASE CONTRACT; AUTHORIZING THE ISSUANCE OF THE CITY OF WOODLAND WASTEWATER REVENUE REFUNDING BOND, SERIES 2017; AND APPROVING OTHER ACTIONS RELATED THERETO.

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

SUCCESSOR AGENCY REGULAR CALENDAR

29. [17-0540](#) SUBJECT: Approve Refunding of the 2007 Tax Allocation Bonds

Recommendation for Action: Staff recommends that the Successor Agency approve Resolution No. _____, authorizing the Issuance of a Refunding Bond to Refund Tax Allocation Bonds of the Redevelopment Agency of the City of Woodland.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 17-07-SA, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND AUTHORIZING THE ISSUANCE OF A REFUNDING BOND TO REFUND TAX ALLOCATION BONDS OF THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND.

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

- K. ADJOURNED AT 8:42 PM in memory of Terry Blake.**

Respectfully submitted,

Ana B. Gonzalez, City Clerk



Legislation Text

1.

File #: 17-0525, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Proclamation of Appreciation for John & Eunice Davidson Fund Donation

Recommendation for Action: Staff recommends that the City Council recognize a donation from the John & Eunice Davidson Fund to improve Ferns Park with a proclamation of appreciation.

Staff Contact

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

Fiscal Impact

A donation in the amount of \$16,000 was awarded to improve Ferns Park. Ferns Park receives operations and maintenance funds from the general fund; this donation provides funding for park improvements that are not included in the park budget.

Background

The City previously received a \$20,000 donation from the John & Eunice Davidson Fund for improvements at Woodside Park. The John & Eunice Davidson Fund supports local health, education, the environment, and the arts in Southern New Mexico and Northern California. *“When John & Eunice Davidson passed away in 2006 and 2007, respectively, they left a lasting legacy for their families communities by creating the John & Eunice Davidson Fund. With this fund, Diana Davidson and Carole Pirruccello were given a mission to enhance their local communities through supporting non-profit organizations.”*

Other grant recipients in Northern California of the John & Eunice Davidson Fund include Capital Public Radio; Center for Science in the Public Interest; Christian Brothers High School; Crocker Art Museum; KVIE, Inc.; Mondavi Center School Matinee Program; Woodland Healthcare Foundation; Woodland High School (college scholarship program); Woodland Presbyterian Church; Woodland Tree Foundation; Woodland Volunteer Bureau Food Closet; and Yolo Land Trust.

Discussion

The City of Woodland has received a second grant from the John & Eunice Davidson Fund to improve parks in Woodland. The additional grant of \$16,000 (awarded in 2016 with the majority of the work being completed in early 2017) was received for improvements to Ferns Park.

Improvements to Ferns Park included painting of the play structure, the addition of two new play features (a

“vippy see saw” and a “pirouette”), new drinking fountains, and repairs to the musical play feature.

Staff was also recently notified of the award of additional grant funds for the installation of a new fitness area and two teeter-totters at Woodside Park.

Conclusion

Staff recommends that the City Council recognize a donation from the John & Eunice Davidson Fund to improve Ferns Park with a proclamation of appreciation.

Prepared by: Christine Engel, Community Services Director



Paul Navazio, City Manager

Attachment: Proclamation of Appreciation

CITY OF WOODLAND PROCLAMATION OF APPRECIATION HONORING THE JOHN & EUNICE DAVIDSON FUND

- WHEREAS,** The John & Eunice Davidson Fund supports local health, education, the environment, and the arts in Southern New Mexico and Northern California; and
- WHEREAS,** The City of Woodland and co-trustee Carole Pirruccello of the John & Eunice Davidson Fund recognize the value in providing opportunities for residents to exercise and gather at neighborhood parks; and
- WHEREAS,** The Ferns Park play area, while well loved by the community, was in need of improvements; and
- WHEREAS,** A donation from the John & Eunice Davidson Fund provided an opportunity to improve the play structure, add new play features, and add/repair drinking fountains for the public to enjoy.
- NOW THEREFORE,** be it resolved that the City Council of the City of Woodland does hereby recognize the John & Eunice Davidson Fund and co-trustee Carole Pirruccello for improving the quality of lives for Woodland residents that benefit from the use of the improvements at Ferns Park.

PASSED AND ADOPTED this 6th day of July, 2017

Angel Barajas, Mayor

Enrique Fernandez, Mayor Pro-Tem

Xochitl Rodriguez, Council Member

Tom Stallard, Council Member

Skip Davies, Council Member

Legislation Text

2.

File #: 17-0511, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Approve Transfer of Funds from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to transfer \$50,000 from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project).

Staff ContactChris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org**Fiscal Impact**

Funding for both projects 09-23 and 16-09 were included in the approved Capital Improvement Program Budget with a total project budget for FY 2016/17 of \$2,267,500 and \$1,690,000 respectively. Both budgets are appropriated from the Water Enterprise Fund.

Though both projects are funded from the Water Enterprise Fund, only CIP 16-09 is included in the State Revolving Fund (SRF) loan secured by the City for local improvements to bring treated surface water into the City's water distribution system. The underlying funding for SRF repayment is the City's Water Enterprise Fund. There is no impact to the City's General Fund.

Background

The City has entered into a Joint Powers Agreement with the City of Davis and UC-Davis to construct facilities to treat and deliver surface water to the two cities. CIP 16-09 is an extension of the first phase (CIP 11-14 Water Transmission Main East) of a two-part project to convey treated water from the Woodland-Davis Clean Water Agency's Regional Water Treatment Facility to points throughout Woodland. The CIP 16-09 project will connect existing Well #24 and Well #26 directly to the transmission main for blending purposes. The use of these wells to blend with surface water is a required mitigation measure to be in compliance with the new State of California Chromium VI Maximum Contaminant Limit which was effective as of July 1, 2015. The project also enhances the City's ability to provide equal quality drinking water during droughts and high demand periods in conjunction with the ASR wells and reduces the possibility of using native groundwater in a neighborhood. CIP 16-09 will also allow the City to supplement surface water supply while providing equal water quality throughout the City.

The budget for the Water System Leak Detection, Maintenance, & Repairs project includes funding for the annual program of the replacement of aging water infrastructure.

Discussion

City staff is requesting that \$50,000 be transferred from CIP 09-23 to CIP 16-09. CIP 16-09 was insufficiently funded to account for the following:

- Substantial construction delays due to the extraordinary amount of rain this last year.
- Unexpected expenses due to extra construction management/inspection services to manage the project construction.

The construction contract for the Well #24 and Well #26 Water Main Project had a Notice to Proceed issued on October 17, 2016 and completion was expected by mid-February 2017. Construction is now expected to be complete by the end of June 2017.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, transfer \$50,000 from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project).

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A TRANSFER OF FUNDS FROM CIP 09-23 (WATER SYSTEM LEAK
DETECTION, MAINTENANCE, & REPAIRS) TO CIP 16-09 (WELL #24 AND WELL
#26 WATER MAIN PROJECT).**

WHEREAS, the City Council approved \$2,267,500 in FY 2016/17 for Capital Improvement Project 09-23 (Water System Leak Detection, Maintenance, & Repairs),

WHEREAS, the City Council approved \$1,690,000 in FY 2016/17 for Capital Improvement Project 16-09 (Well #24 and Well #26 Water Main Project); and

WHEREAS, both CIP 09-23 and CIP 16-09 are funded from the water enterprise fund.

WHEREAS, the City Council wishes to transfer \$50,000 from CIP 09-23 to CIP 16-09, and authorize its execution through 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 transfer of \$50,000 from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project).

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

3.

File #: 17-0523, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Yolo County Waste Advisory Committee Appointment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Rosie Ledesma as the City's representative on the Yolo County Waste Advisory Committee for the period of August 1, 2017 through January 31, 2018.

Staff Contact

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

Discussion

Pursuant to requirements of the California Integrated Waste Management Act of 1989 (AB 939), Yolo County in 1990 established the Yolo County Waste Advisory Committee. The purpose of the committee is to oversee and provide policy input to the Board of Supervisors on a range of solid waste issues, including implementation of the State-mandated waste reduction programs, integrated waste management, hazardous waste handling, and solid waste facilities master planning.

Membership in the committee includes one representative each from the cities of Woodland, Davis, West Sacramento, and Winters; one representative from an environmental organization; one representative from a special district; one representative from industry; and four representatives from the public. The city representatives are appointed by their respective city councils. Committee appointments are for four-year terms. In January 2014, the Council appointed Environmental Sustainability Manager Roberta Childers as the City of Woodland representative for the period ending January 31, 2018. Ms. Childers will be retiring from the City of Woodland in August 2017. A replacement needs to be appointed by the Council to serve the remainder of her term.

The programs addressed by the Waste Advisory Committee fall within the purview of the job duties of Conservation Coordinator Rosie Ledesma, who is well qualified to represent the City in solid waste matters. Staff believes that Ms. Ledesma is the most appropriate replacement to serve the remainder of the current term.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Rosie Ledesma as the City's representative on the Yolo County Waste Advisory Committee for the period of August 1, 2017 through January 31, 2018.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment: Waste Advisory Committee Appointment Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPOINTING A REPRESENTATIVE TO SERVE ON THE
YOLO COUNTY WASTE ADVISORY COMMITTEE**

WHEREAS, the California Integrated Waste Management Act of 1989 required each county to establish a task force to coordinate city source reduction and recycling activities and to prepare a county-wide siting element; and

WHEREAS, the County of Yolo adopted an ordinance to add Article 18 to Chapter 2 of Title 2 of the Yolo County Code creating the Yolo County Waste Advisory Committee; and

WHEREAS, said Waste Advisory Committee includes a representative of the City of Woodland who is appointed for a four-year term by the City Council; and

WHEREAS, the City Council appointee for the period ending January 31, 2018 will not finish her term, and the City council must appoint a replacement to serve the remainder of the term from August 1, 2017 through January 2018; and

WHEREAS, staff recommends that Conservation Coordinator Rosie Ledesma is best qualified to represent the City in solid waste matters.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland appoints Conservation Coordinator Rosie Ledesma to serve as the City's representative to the Yolo County Waste Advisory Committee, effective August 1, 2017.

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

4.

File #: 17-0531, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Final Acceptance and Notice of Completion for Industrial Park Recycled Water Project, CIP #15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Industrial Park Recycled Water Project, CIP #15-10, construction contract with Mountain Cascade, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact

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

Fiscal Impact

The overall project cost including design, construction, change orders, project management, construction management, and inspection came in just under \$5,850,000. The project was approved with a budget of \$6,550,000, comprised of a \$2,000,000 grant through Westside Integrated Regional Water Management (Prop 84) grant program and a \$4,500,000 State Revolving Fund (SRF) loan through the State Water Resources Control Board. Of the SRF funding contribution, the city was approved for a \$1,890,000 grant through Proposition 1, reducing the overall loan amount to \$2,610,000, secured by the city's Water Enterprise Fund. The loan will be paid back over 30 years at an interest rate of 1.0%, paid by anticipated revenues received from the sale of recycled water.

There is no impact to the General Fund.

Background

The project included installation of approximately 3.5 miles of 12" recycled water pipeline with connections to industrial customers and landscape irrigation along the alignment. It also included two new recycled water pumps at the WPFC effluent wetwell, a chlorine dosing station, and pressure surge tanks. Future project extensions would expand recycled water availability within the industrial and Spring Lake areas.

Through the completion of this project, the backbone phase of the City's new recycled water distribution system is now complete and delivering high quality Title 22 tertiary treated water for industrial and irrigation uses. Current customers include the Woodland Biomass Power Plant (approx. 500,000 gallons per day), two City Parks (Klenhard and Pioneer Parks), and a City-owned landscape corridor along I-5 east of Pioneer Ave.

The project achieved substantial completion and beneficial use on February 1, 2017 when the system started delivering recycled water to Woodland Biomass. Since that time, weather delays held up the final punchlist completion until June 9, 2017.

Discussion

Six change orders were executed throughout the course of the project in a total amount of \$494,886.47. This represents 13.2% of the original contract value, which is well under the council approved 20% of contingency (\$748,795). The majority of the total contract change was due to two City driven changes during the project:

- **Repave CR-24:** The road to the Water Pollution Control Facility (WPCF) was repaved in its entirety for approximately 2,000 feet. This was a stretch of 20-foot wide pavement where the new 12" recycled water pipeline went down the center of the road. During initial design and planning, it was unclear whether there would be enough money in the budget to replace the road in its entirety, so the contract required that only temporary pavement be placed once the pipeline was completed. Staff would consider other funding/projects to complete the final restoration. However, with bids coming in well under the engineer's estimate, a change order was issued to direct the contractor to replace the pavement through this contract.
- **Backup Well:** The contractor was directed to equip an existing well west of Erskine Pond with a new pump, motor, variable frequency drive (VFD), and discharge piping. This well was formerly used as an Ag well, but has not been used for years. Additional work associated with this contract change included integration with the City's SCADA system, electrical wiring, shade structure for the VFD, and a flowmeter. This well now serves as the backup water supply to the recycled water system in the event that there is an extended shut-down at the Water Pollution Control Facility (WPCF). The original plan was to have Well 22 (Klenhard Park) serve as the backup water supply and incorporate it into the recycled water system by simply disconnecting the discharge from the potable system and tying into the new recycled water pipeline in Gum Avenue. Incompatibilities with flow demand/supply (Well 22 does not have a VFD and pumps at a much higher rate than the recycled water system demands) and the need to keep Well 22 as a backup well to the potable water system led to the City's decision to equip the existing well west of Erskine Pond.

See below for a breakdown of the project costs:

Construction Contract	\$3,743,975.00
Change Orders	\$494,886.47
Total Construction Cost	\$4,238,861.47
Construction Management/Inspection	\$575,807
Design/EIR/Permitting	\$834,628
Right-of-Way Acquisition	\$12,500
Project Management/Misc. Expenses	\$180,000
Total Project Costs	\$5,841,796
Total Project Budget	\$6,550,000

With successful completion of the recycled water system backbone infrastructure staff is evaluating potential for expanding the system. Planning is in progress to construct a new pipeline continuing down Gibson Road to

connect with recently installed recycled water pipelines in the Spring Lake area to serve parks and streetscapes. Staff is looking to capitalize on similar funding opportunities that are still available through the State for recycled water projects. Staff will return to Council with a recommendation on next phase of the recycled water project and funding options this Fall.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, accepting the Industrial Park Recycled Water Project, CIP #15-10, construction contract with Mountain Cascade, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utility Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE INDUSTRIAL PARK RECYCLED WATER PROJECT (CIP 15-10) CONSTRUCTION CONTRACT WITH MOUNTAIN CASCADE, INC. AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

WHEREAS, The Industrial Park Recycled Water Project (CIP 15-10) is fully funded in the Capital Budget for \$6,550,000.00; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on October 20, 2015; and the City of Woodland advertised for bids on November 25, 2015; and

WHEREAS, the City Council on, February 16, 2016; authorized the City Manager to award and execute a construction contract with Mountain Cascade, Inc.; and

WHEREAS, the construction of the Project began on April 12, 2016 and was substantially complete with beneficial use on February 1, 2017 when the system began delivering recycled water to customers. Weather delays led to final project punchlist completion on June 9, 2017.

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

Section 1. The City Council hereby accepts the Industrial Park Recycled Water Project (CIP 15-10) as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Industrial Park Recycled Water Project (CIP 15-10).

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 #: 17-0548, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Staff Contact

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

Fiscal Impact

Total City assessments that would be collected through County property tax rolls for special districts described herein are \$7,130,090, which have been projected in the FY 2017/18 budget; County fees of \$18,216 for collection of assessments are also included in the FY 2017/18 budget.

Background

In conjunction with the annual collection of property taxes, Yolo County collects special assessment taxes on behalf of the City of Woodland. These special assessments include the following:

Lighting and Landscape Districts (Spring Lake, Gateway, Gibson Ranch, North Park, Streng Pond and West Wood);

Assessment Districts (Fire Suppression);

Community Facility Districts (Spring Lake Maintenance, Gibson Ranch CFD No. 1, and Spring Lake CFD 2004-1);

Waste Management Liens

For the 2017-2018 tax levies, Yolo County is requiring resolutions to be passed authorizing the collection of the special assessments by Yolo County and also releasing Yolo County from any liability which may arise regarding the collection of the special assessments. The six parts of the resolutions are summarized as follows:

The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls the related special assessment(s) detailed on each of the resolutions.

The City acknowledges that all special assessments comply with all requirements of state law which includes Proposition 218.

The City releases and discharges the County from any potential liability or expenditures arising from the collection of any special assessments authorized by the City.

In the event of a judgment against the City arising from the collection of the special assessment(s), the County may offset the amount of the judgment from any monies collected by the County on behalf of the City including property taxes.

The City will agree to cooperate with the County in answering questions related to special assessments and the City will not refer inquirers to County staff for response.

The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs related to the collection of the special assessments as provided by Government Code sections 29304 and 51800. The County is charging an annual \$1 levy fee per parcel for all special assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

Discussion

The intent of the resolutions is to specify the County and City's respective responsibility regarding the collections of special taxes, fees and assessments as required by Proposition 218. All of the conditions expressed in the resolutions, including compliance with Proposition 218 and collection of the annual assessments, have been in existence throughout the life of each of the assessments discussed herein. Annual approval of these resolutions is required by the County to ensure these practices are documented in a specific and formal manner.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Prepared by: Adam Devlin, Senior Accountant

Reviewed by: Kimberly McKinney, Finance Officer



Paul Navazio, City Manager

Attachment

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
REQUESTING COLLECTION OF CHARGES ON TAX ROLL**

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 50078 of The Government Code of the State of California by the City for the following District:

Fire Suppression Assessment District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 22645 and 22646 of The Streets and Highways Code of the State of California by the City for the following Districts:

Spring Lake Landscaping and Lighting District
Gateway Landscaping and Lighting District
Gibson Ranch Landscaping and Lighting District
North Park Landscaping and Lighting District
Streng Pond Landscape Maintenance District
West Wood Unit No. 1 Landscaping and Lighting District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code by the City for the following Districts:

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
City of Woodland Community Facilities District No. 2004-1 (Spring Lake)

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 53340 of Government Code of the State of California by the City for the following District:

Spring Lake Maintenance Community Facilities District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to Article 23C Section 4 of the City Municipal Code by the City for the following:

Waste Management Liens

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

RESOLUTION NO: _____

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

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,
4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.
5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.
6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual \$1 levy fee per parcel for all special assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

RESOLUTION NO: _____

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

STATE OF CALIFORNIA
COUNTY OF YOLO
CITY OF WOODLAND

SS.

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: Council members: _____

NOES: Council members:

ABSENT: Council members: _____

ABSTAIN: Council members:

Mayor, Angel Barajas

Attest:

_____,
City Clerk, Ana B. Gonzalez

Legislation Text

6.

File #: 17-0552, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Approve Consultant Services Agreement for the ADA Transition Plan, CIP 17-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for preparation of a citywide ADA Transition Plan with Sally Swanson Architects in an amount up to \$93,070 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% (\$13,960) of the agreement amount.

Staff Contact

Katie Wurzel, Principal Civil Engineer, (530) 661-5954, katie.wurzel@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes \$125,000 in funding for the ADA Transition Plan as Capital Project 17-11. This project is fully funded by Measure E.

There is no impact in the General Fund.

Background

Title II of the Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability and requires that local governments ensure their programs, services and activities are accessible to persons with disabilities. To ensure this, Title II requires that public entities take several steps to achieve compliance. These include, among other items, the preparation of a self-evaluation and development of a transition plan. Furthermore, Caltrans requires that the City annually certify that it is in compliance with Title II of the ADA as a condition of receiving grant funding.

Discussion

The City's current transition plan was completed in the 1990's and does not include all currently required components of a transition plan. As such, over the past ten years staff has been utilizing interns to survey all ADA ramps and incorporate the survey results into a database and GIS layer that provides a visual aid in determining deficient areas.

In 2016, City staff began the process of identifying and selecting a consultant qualified to prepare and complete the City's self-evaluation for programs and facilities, incorporate the existing public right-of-way ramp data and develop an updated transition plan with associated GIS database of necessary improvements.

City staff talked with staff from other cities and counties in the Sacramento area and received positive recommendations from two firms. Staff solicited proposals from several firms based on input from other cities and counties in the region. Staff received two proposals and conducted interviews with both firms. Based on cost and performance, staff is recommending the Council approve a consultant services agreement with Sally Swanson Architects. It is anticipated that work on this contract will begin in July with a final transition plan complete in 2018.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for preparation of a citywide ADA Transition Plan with Sally Swanson Architects in an amount up to \$93,070 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% (\$13,960) of the agreement amount.

Prepared by: Katie Wurzel, Principal Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager - Community & Economic Development

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE CONSULTANT SERVICES AGREEMENT FOR PREPARATION OF
A CITYWIDE ADA TRANSITION PLAN (CIP 17-11) WITH SALLY SWANSON
ARCHITECTS**

WHEREAS, Title II of the Americans with Disability Act (ADA) requires that local governments ensure their programs, services and activities are accessible to persons with disabilities; and

WHEREAS, the City wishes to update the existing transition plan to be in compliance with all current requirements; and

WHEREAS, the City of Woodland has identified \$125,000 of Measure E funding in the current Capital Budget for the ADA Transition Plan (CIP 17-11); and

WHEREAS, the City wishes to approve the consultant services agreement with Sally Swanson Architects 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 Sally Swanson Architects in an amount up to \$93,070 to prepare a citywide ADA Transition Plan (CIP 17-11) and authorizes the City Manager to execute the agreement and amendments as necessary up to 15% (\$13,960) of the agreement amount.

PASSED AND ADOPTED this 6th day of July 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Legislation Text

7.

File #: 17-0556, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2019

SUBJECT: Woodland's Dinner on Main License Agreement - Edible Learning Garden at City Hall - 300 First Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a License Agreement with Woodland's Dinner on Main for development and use of a portion of 300 First Street (City Hall) as an Edible Learning Garden.

Staff Contact

Ken Hiatt, Assistant City Manager - (530) 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact

There will be limited to no fiscal impact to the City's General Fund. Through the License Agreement, the Woodland's Dinner on Main would be required to cover all costs associated with the improvement and maintenance of the garden. The City may see slight savings in annual maintenance and water costs.

Background

Woodland's Dinner on Main (WDOM) is a local non-profit that was recently formed to produce a community dinner on Main Street last September. The organization's mission is to "promote locally based agriculture through education, community outreach and networking. Woodland's Dinner on Main furthers understanding of the links between farming, food, health and local economies." Through their highly successful annual event they are able to raise funds to support local initiatives aligned with their mission.

WDOM Board members Linda Hennigan and Juan Barajas recently approached staff with an interest to create a learning garden within the community to showcase Woodland's commitment promoting agriculture and its importance to individual and community health. Simultaneously staff was considering options for conversion of high water use turf areas at City Hall to low water use landscape. The area at the northeast corner of the City Hall property (corner of First and Court Streets) was determined as an ideal location and size for the project.



(Photo of proposed Edible Learning Garden Space)

Preliminary Garden Proposal

WDOM prepared a proposal for the project outlining the project's goal, partnerships, site improvements, and support (Attachment 1). Included in the proposal is a preliminary concept plan prepared by Boxwood Nursery showing how the proposed space could be adapted to achieve the project goals. The potential improvements include a mix of raised and at-grade garden boxes, pathways, teaching area/event space, and a perimeter fence to define the garden.

License Agreement Terms

Staff and WDOM have outlined the following terms of a License Agreement that will be prepared and executed upon City Council direction:

- Term: 5 years
- Rent: \$1 per year
- Improvements: All improvements to be reviewed and approved by City. Design and construction of improvements to be responsibility of WDOM
- Utilities: City will not charge for utilities unless determined by City to be significantly more than current utilization
- Use of Property: WDOM shall have right to development and use the license area as an edible Learning

Garden consistent with attached proposal and subject to staff review and approval

- Insurance Coverage: WDOM shall maintain minimum of \$2M general liability coverage and City named as additionally insured

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a License Agreement with Woodland's Dinner on Main for development and use of a portion of 300 First Street (City Hall) as an Edible Learning Garden.

Ken Hiatt, Assistant City Manager

Attachments:

1. Edible Learning Garden Proposal and Concept Plan
2. Resolution

Woodland Edible Learning Garden Proposal

“Woodland and Yolo County – We’re the Heart of Farm-to-Fork”



In keeping with the mission of Woodland's Dinner on Main - to promote locally based agriculture through education, community outreach and networking, and to further the understanding of the links between farming, food, health and local economies – our Board is excited to have an

opportunity to partner with the City of Woodland to create an edible garden. What better way to carry out our mission and to demonstrate the City's Food and Agriculture Initiative than by replacing lawn with fruits and vegetables in historic Downtown Woodland.

Our Goal

Having an unforgettable evening where we all sit at the very long harvest table in the middle of Main Street and toast the region's bounty is magical and wonderful. It is also the goal of the Board to expand upon our annual event by promoting and supporting like-minded agricultural programs that offer insights into what it means to grow food. Throughout Yolo County, there are numerous programs whose mission it is to teach young people about growing food, to create future farmers, or instruct the community at-large how to grow a better beefsteak tomato or even to teach the importance of agriculture.

The creation of an edible learning garden at City Hall in Woodland will provide:

- a healthy and natural food source for local charity groups such as the Yolo Food Bank, Fourth & Hope, the Woodland Children's Farmers Market, as well as all local farm-to-fork restaurants
- a teaching site for our young people
“Before your carrots were in a plastic bag, this is where they came from . . .”
- a place where amateur gardeners get instruction from Master Gardeners on soil amendments, creating a drought tolerant yard, how best to manage garden pests, etc.
- a site that is wheelchair accessible

- a sampling of innovative agricultural practices that are taking place throughout the region and an introduction of new varieties of vegetables and fruit
- a site for a Farm-to-Fork meal and Breakfast, Lunch or Dinner in the Garden
- a resource site for non-profits that offer insights into what it means to grow food

Our goal is to create an Urban Edible Garden (not community garden) and Learning Center using Yolo County products that would be located at City Hall at the corner of Court and First Street in Woodland, and managed by an experienced agency that would oversee the development and management of the garden and its program.

We would involve Master Gardeners, 4-H, Yolo County growers as consultants, perhaps City staff, and community volunteers. We would offer educational tours and have a small farm stand on site. The location is optimum because it would be adjacent to the Woodland Farmers Market, a block away from the Children's Museum and across the street from the Rose Garden.

Our Plan

Partners We are currently looking at a number of potential partners, getting input from commercial growers (conventional and organic), getting advice from agricultural teaching sites and creating a formal agreement with a site management team.

Having met with Brandi Asmus and Tanya Miller, we are very interested in collaborating with Woodland Community College's Ag Program and creating an MOU between Woodland's Dinner on Main and Woodland Community College, Agriculture Department. Their Sustainable Certification Program is a great fit whereby we could hire students who would receive units toward their certification, would receive a transcript notation of their experience in the Edible Garden program, and be supervised by their faculty sponsor. We are in discussions with the Foundation for Woodland Community College to develop plans for subsidizing the students.

To date, Woodland Community College President, Dr. Michael White, would like their new Career Technical Education Dean to oversee the project with participation from faculty as well.

We would like Ms. Amus and Ms. Miller to vet two students who have a passion for agriculture, and who would be committed to managing the garden.

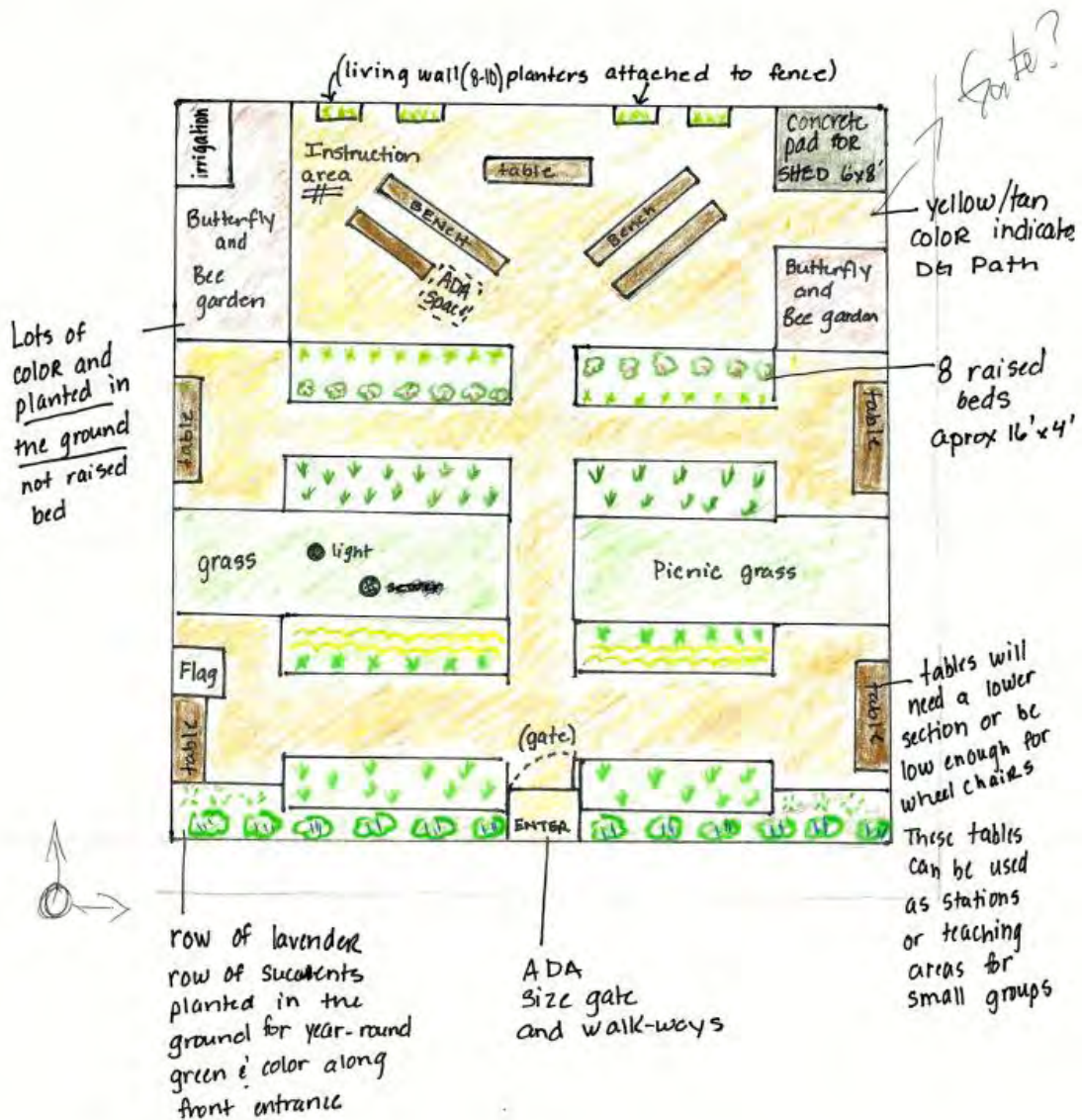
Project Location

We propose the convert the existing turf area at the northeast corner of the City Hall property at the corner of Court and First Street.



Preliminary Garden Design

Boxwood Nursery has created a tentative design for the garden. The design proposes a mix of raised and at-grade garden beds for edible and pollinator plants, pathways, instruction/event area, perimeter fencing



Potential Partners / Collaborators

Yolo County Master Gardener Program – Jennifer Baumbach, University Extension
Center for Land-Based Learning – Mary Kimball
Bryte Culinary Arts and Farm to Fork Education
Del Rio Botanical – Suzanne Ashworth
Yolo Farm to Fork – Suzanne Falzone
Woodland Farmers Market – Sonia Mora
Future Farmers of America – multiple school sites
Woodland high schools – Community Service students
Yolo County Office of Education – Kinders Go to College – Lori Perez
Esparto High -- Culinary Program – Teresa Wise
Winters High School – Industrial Art
Pacific Star Gardens – Debbie Ramming
Ann Evans and Georgeanne Brennan – regional award winning authors recognized for their expertise in farming and the love of eating healthy

Industry Support

With all of the different companies operating in Yolo County within our ag industry, it would be wise to invite them to participate as educational leaders/mentors. For example, local ag companies that provide drip irrigation systems could offer tips for homeowners wanting to move away from conventional landscapes to drought tolerant yards. Another class would be how to produce more fruits and vegetables from smaller spaces and using hydroponics would be helpful for folks living in an apartment or seniors not able to manage a large garden. Another class could be about the quest for eating healthy.

The City of Long Beach has found their classes to be the most popular aspect of their urban garden program.

Our garden would operate and produce year-round with seasonal produce distributed to:

- Woodland Farmers Market (free)
- Local restaurants (market rate)
- Food banks (free)

Our garden would be used as:

- a teaching site for young people
- a demonstrated example of the City's commitment to showcasing the importance of agriculture
- a better use of City resources such as water and labor once used for lawn care to having products that feeds folks
- a site that can instruct community members who currently have gardens or could serve community members wanting to begin edible gardening

- a beautiful site filled with fruits and vegetables in a well laid out ergonomic and functional design
- an opportunity for businesses and community groups to support a garden in Woodland – the heart of Farm-to-Fork in Yolo County

The proposed site has enough direct sunlight – at least six hours is recommended. We are suggesting raised beds with the perimeter fenced, but not to obstruct the driver's vision at the intersection. It could be locked for security and have lighted motion sensors. It is recognized that City review and approval of the design will be required.

How cool would this be for Woodland?

A great innovative addition to all of the wonderful things that are already happening in our community, and perhaps the only City in Yolo County or California offering an edible garden!

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF WOODLAND, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE
AGREEMENT WITH WOODLAND’S DINNER ON MAIN, A
CALIFORNIA NON-PROFIT BENEFIT CORPORATION
DEVELOPMENT AND USE OF A PORTION OF 300 FIRST STREET
(CITY HALL) AS AN EDIBLE LEARNING GARDEN.**

WHEREAS, Woodland’s Dinner on Main (WDOM) is a California Non-profit Benefit Corporation who’s mission is to promote locally based agriculture through education, community outreach and networking, and to further the understanding of the links between farming, food, health and local economies; and

WHEREAS, the City of Woodland’s 2035 General Plan contains principles and policies related to promoting of agriculture, education, community gardens, and healthy food systems; and

WHEREAS, WDOM has submitted a proposal attached hereto as Exhibit A to establish a publicly accessible demonstration garden as an resource to educate the community of the benefits of agriculture; and

WHEREAS, the City owns the property at 300 First Street where City Hall is located herein referred to as “Site”; and

WHEREAS, the City desires to license a portion of the Site to WDOM for development and use as an edible learning garden.

NOW, THEREFORE, the City Council of the City of Woodland does hereby:

1. Authorize the City Manager to execute a License Agreement with Woodland’s Dinner on Main for development and use of a portion of 300 First Street (City Hall) as an Edible Learning Garden.

PASSED AND ADOPTED by the City Council of the City of Woodland, California, this 6th day of July, 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

8.

File #: 17-0558, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Renewal of Woodland TV Channel 21 Contract

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ renewing the contract with Woodland TV Channel 21 for the broadcast of the Council meetings and Commission meetings for the period July 1, 2017 through June 30, 2020.

Staff Contact

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

Fiscal Impact

The 2017/18 annual operations cost for broadcasting of Council and Commission meetings is \$17,286.72. These costs have been included in the adopted General Fund budget for 2017/18. Future year costs will increase annually by 3% and will be included in the annual Operations & Maintenance budget.

Background

The City has had an ongoing contract with Woodland TV Channel 21, formerly Woodland Access Visual Enterprises (WAVE 21) for the broadcast and creation of digital video disc recordings (DVD's) of Council and various other meetings held primarily in the Council Chambers. This Agreement expired June 30, 2017 and Council is asked to renew this contract for a minimum of three years.

Since 1999 Council has contracted with Woodland TV for camera operations in the Council Chambers. The current agreement with the City and Woodland TV expired on June 30, 2017. This recommended action is to enter into a new contract for a three-year period. We are recommending that the contract be renewed for three years. Woodland TV staff operates the City's cable-casting equipment to broadcast live proceedings of the regular City Council meetings, the Council's study sessions, the Planning Commission, Historic Preservation Commission and the Traffic Safety Commission. In addition, Woodland TV has provided staffing to cable cast special meetings such as additional Council and Planning Commission meetings in the Council Chambers. Woodland TV also provides recording of off-site Council meetings, which has been included in the present and previous contract.

Discussion

This new contract would pay WAVE \$17,286.72 for the first year of the contract with an increase of 3% for the second and third years. This proposed amount has been included in the 2017/18 budget computations.

The camera operations agreement is a portion of the monies provided by the City to support Woodland TV. This current fiscal year, Woodland TV will also receive a contribution to their operations from the City in the amount of \$33,000. This annual contribution is reviewed each year as part of the Operations & Maintenance budget. The City has also supported Woodland TV with capital equipment grants which have been made available through our Franchise Agreement with WAVE Broadband.

In summary, the proposed contract sets a new agreement with Woodland TV Channel 21 to operate City equipment in the Council Chambers to cable cast Council, Commission and Board meetings. The contract is for a three year term. The amount of compensation increases by 3% per year. Woodland TV will continue to furnish all labor necessary to operate the City equipment installed in the Council Chambers and to videotape and cable cast regularly scheduled City Council, Commission, Committee and Town Hall meetings.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, renewing the contract with Woodland TV Channel 21 for the broadcast of the Council meetings and Commission meetings for the period July 1, 2017 through June 30, 2020.

Prepared by: Ana B. Gonzalez, City Clerk

Ken Hiatt, Acting City Manager

Attachment: Resolution and Contract for Services between City of Woodland and Woodland TV Channel 21

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF
WOODLAND AND WOODLAND TV CHANNEL 21 TO PROVIDE LIVE VIDEO
BROADCAST OF CERTAIN PUBLIC MEETINGS FOR CITY**

WHEREAS, the City of Woodland wishes to enter into a contract for services between the City of Woodland and Woodland TV Channel 21 for live video broadcast of certain public meetings for the City (“Agreement”); and

WHEREAS, Woodland TV has been providing staff to operate the City video equipment and cable-casting facilities and has developed a proposal for such services to the City (attached hereto); and

WHEREAS, Woodland TV is duly licensed, qualified and experienced to perform those services; and

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

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

Section 1. The City Council hereby approves the Agreement. The Mayor is hereby authorized and directed to execute the Agreement.

Section 2. A copy of the Agreement is available and on file in the City Clerk’s office, and is incorporated herein by reference and made a part of this Resolution.

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



CONTRACT FOR SERVICES
BETWEEN
THE CITY OF WOODLAND
AND
WOODLAND TV CHANNEL 21

July 1, 2017 - June 30, 2020

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2017 between the CITY OF WOODLAND ("City"), and WOODLAND TV ("WTV") CHANNEL 21.

WITNESSETH:

WHEREAS, the City desires to engage WTV to operate City video equipment and cable-casting facilities to provide live video broadcast of certain public meetings for City, and

WHEREAS, WTV has been providing staff to operate the City video equipment and cable-casting facilities and has developed a proposal for such services to the City (attached hereto and incorporate herein as Exhibit "B") and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

- A. WTV shall do all work, attend all meetings, produce all reports and carry out all activities necessary to perform the services described in the Services and Schedule of Performance, attached hereto and incorporated herein by the reference as Exhibit "B" and Exhibit "C". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific terms shall control. If any portion of the contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.
- B. WTV enters into Contract as an independent contractor and not as an employee of the City. WTV shall have no power or authority by this Contract to bind the City in any respect. Nothing in the Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contract or subcontractors hired or retained by WTV are employees, agents, contractors or subcontractors of WTV and not of the City. The City shall not be obligated in any way to pay any wages claims or other claims made against WTV by any such employees, agents, contractors or

subcontractors, or any other person resulting from performance of this Contract.

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

II. TERM:

The term of the Contract shall be for a period of three (3) years, commencing July 1, 2017 and ending on June 30, 2020. This Contract may be extended for two (2) additional terms of one (1) year each if mutually agreed to by the parties.

III. TIME OF PERFORMANCE:

The services of WTV are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Schedule of Performance set forth in Exhibit "B".

The ending date for this contract is June 30, 2020.

IV. COMPENSATION:

A. City Hall Camera Operations (Exhibit "B"). In the first year, WTV shall receive compensation from the City of \$17,286.72 per year, based on the meetings and services as outlined in Exhibit "B." Payments made by the City shall be in equal payments of \$1,440.56 per month. In the second year, the compensation shall be increased by 3% to \$17,805.32 per year, based on the meetings and services outlined in Exhibit "B." Payments made by the City shall be in equal payments of \$1,483.78 per month. In the third year, the compensation shall be increased by 3% to \$18,339.48 per year, based on the meetings and services outlined in Exhibit "B." Payments made by the City shall be in equal payments of \$1,528.29 per month.

B. Off Site Camera Operations (Exhibit "C"). In addition to camera operations using City-owned equipment permanently installed in the City Council Chambers located within City Hall or in other City-owned facilities such as the Community and Senior Center, WTV shall be compensated for any "off-site" camera operations, including cable-casting activities, located

at sites other than City sites. Exhibit "C" sets forth the compensation for these services, which are provided at the request of the City on an as needed basis.

- C. If the work is halted at the request of the City, compensation shall be based upon the pro-ration that the work performed bears to the total work required by this Contract.

V. TERMINATION:

- A. This Contract may be terminated, without cause, at any time by either party upon sixty (60) days written notice.
- B. In the event the City terminates this Contract, WTV shall be compensated as provided for in this Contract. In the event WTV terminates this Contract, WTV shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Contract by WTV, and the City may withhold any payment due to WTV until such time as the exact amount of damages, if any, due the City from WTV is determined.

VI. CHANGES:

The City may, from time to time, request changes in the scope of the services of WTV to be performed hereunder. Such changes, including any increase or decrease in the amount of WTV's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes in writing shall be incorporated in written amendments to this Contract, or the attached work program.

VII. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by WTV under this Contract shall become the property of the City, and WTV shall have no property rights therein whatsoever.

VIII. COMPLIANCE WITH LOCAL LAW:

WTV shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments.

IX. WARRANTY:

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

X. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonable withheld. WTV shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractor, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by WTV.

XI. ASSIGNABILITY:

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

XII. LIABILITY FOR NEGLIGENCE:

WTV shall be responsible for performing the work under this Contract in a manner, which is consistent with the generally-accepted standards of WTV's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. The City shall have no right of control over the manner in which the work is to be done, but only as to its outcomes, and shall not be charged with the responsibility of preventing risk to WTV or its employees, agents, contractors, or subcontractors.

XIII. INDEMNITY AND LITIGATION COSTS:

WTV shall indemnify, defend and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, cost, losses and expenses, including without limitation court costs and

reasonable attorney's fees arising out of or in connection with WTV's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in this Contract, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

XIV. INSURANCE REQUIREMENTS:

- A. WTV shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of the Contract the policies of insurance specified in the Section and in Exhibit "A."
- B. Prior to execution of this Contract, and prior to commencement of any work, WTV shall furnish the City with original endorsements effecting coverage for all policies required by the Contract as stipulated in Exhibit "A." The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. WTV agrees to furnish one copy of each required policy to the City, and additional copies as requested in Writing, certified by authorized representation of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of WTV.
- C. In addition to any other remedy the City may have, if WTV fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due WTV under this Contract.
- D. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by WTV are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by WTV under the Contract.
- E. WTV and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the coverage and limits of insurance specified in Exhibit "A", which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by WTV and its contractors and subcontractors of the coverage and limits of insurance is a material element of the Contract. The failure of WTV or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

XV. MISCELLANEOUS PROVISIONS:

- A. WTV shall designate a project manager who at all times shall represent WTV before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he is removed at the request of the City, is no longer employed by WTV, or replaced with the written approval of the City, which approval shall not be unreasonable withheld.
- B. WTV shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by the Contract or the materials used or which in any way affect the conduct of the work.
- C. WTV shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.
- D. WTV shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during the regular office hours at any time until six (6) months after the final payments under this Contract are made to WTV.
- E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.
- F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and

deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY:

City of Woodland
City Clerk
300 First Street
Woodland, CA 95695
(530) 661-5808

WTV:

Woodland TV Channel 21
Executive Director
P.O. Box 1352
Woodland, CA 95776
(530) 669-1550

Executed the day and year first above written, by the parties' signatures as follows:

CITY OF WOODLAND

By: _____
Angel Barajas, Mayor

WTV

By: _____
Fred Schutzman, President

ATTEST:

By: _____
ANA GONZALEZ, CITY CLERK

EXHIBIT A

INSURANCE REQUIREMENTS FOR WTV

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

GENERAL INSURANCE REQUIREMENTS

1. **Worker's Compensation and Employer's Liability Insurance**

- a. **Worker's Compensation** - Insurance to protect WTV, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. WTV shall execute a certificate in compliance with labor Code Section 1861, on the form provide in Contract Documents.
- b. **Claims Against City** - If an injury occurs to any employee of WTV for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provision of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due WTV under this Contract, and amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to WTV.

2. **Comprehensive General Liability Insurance**

The insurance shall include, but shall be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.

The comprehensive general liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the City and each of its officers, employees, and agents as additional insured in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of WTV, premises owned, occupied or used by WTV; or automobiles owned, leased, hired or borrowed by WTV. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. Provision or endorsement stating that for any claims related to this project, WTV's insurance coverage shall be the primary insurance as respects to the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of WTV's insurance and shall not contribute with it.
- c. Provision or endorsements stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- d. Provision or endorsement stating that WTV's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurers' liability.
- e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by WTV under the Contract, including, without limitations, that set forth in Section XIII, Indemnity and Litigation Costs.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's liability Insurance.

MINIMUM LIMITS OF INSURANCE

WTV shall maintain limits no less than:

1. **General Liability** - \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability** - \$1,000,000 per accident for bodily injury or disease.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or WTV shall provide a financial guarantee satisfactory to the City's guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respect to: liability arising out of work or operations performed by or on behalf of WTV; or automobiles owned, leased, hired or borrowed by WTV.
2. For any claims related to this project, WTV's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of WTV's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

VERIFICATION OF COVERAGE

WTV shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

WTV is aware of the provision of Section 3700 of the 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 will comply with such provisions before commencing the performance of the work of this contract.

Woodland TV Channel 21

By: _____
Fred Schutzman, President

. EXHIBIT B

**WOODLAND ACCESS VISUAL ENTERPRISES (WTV)
PROPOSAL OF SERVICES AND SCHEDULE OF PERFORMANCE
CITY HALL FIXED LOCATION**

WTV shall furnish all labor necessary to operate the City equipment installed in the Council Chambers to videotape, broadcast live and/or rebroadcast regularly scheduled City Council, Commission, Committee, and Town Hall meetings as listed below:

<u>Meeting:</u>	<u>Scheduled:*</u>	<u>Start Time:</u>
City Council Meeting	1st and 3rd Tuesday of each month	6:00 p.m.
City Council Study Session	4th Tuesday of each month	6:00 p.m.
Planning Commission	1st and 3rd Thursday of each month	6:30 p.m.
Historic Preservation Commission	2nd Wednesday of each month	6:00 p.m.
Parks & Recreation Commission	4 th Monday of each month	6:30 p.m.
Redevelopment Advisory Committee	<i>Inactive at present</i>	---
Traffic Safety Commission	1st Monday of each month	6:30 p.m.

* Scheduled meetings are subject to change. WTV may be requested to provide services for occasional meetings that are not listed above.

- a. For the Period July 1, 2017 to June 30, 2018, compensation for these services shall be \$17,286.72 annually, based on 670 hours of service per year at \$25.80 per hour. The City shall compensate WTV via equal monthly payments of \$1,440.56 per month.
- b. For the Period July 1, 2018 to June 30, 2019, compensation for these services shall be \$17,805.32 annually, based on 670 hours of service per year at \$26.57 per hour. The City shall compensate WTV via equal monthly payments of \$1,483.78 per month.
- c. For the Period July 1, 2019 to June 30, 2020, compensation for these services shall be \$18,339.48 annually, based on 670 hours of service per year at \$27.37 per hour. The City shall compensate WTV via equal monthly payments of \$1,528.29 per month.

. EXHIBIT C

WOODLAND ACCESS VISUAL ENTERPRISES (WTV) PROPOSAL OF SERVICES AND SCHEDULE OF PERFORMANCE OFF-SITE, NON-CITY BUILDING LOCATIONS

WTV shall provide the following resources for any off-site cable-casting or video recording of City meetings or events at sites other than City Facilities:

- At least one videographer to videotape off-site City meetings or events held at non-City buildings/structures, including, but not limited to, City Council meetings, Traffic Safety Commission meetings, and Planning Commission meetings, for either live cable-casting or for recording of the meeting for broadcast later on the City's government access television channel.
- All technical equipment necessary to videotape, broadcast live and/or rebroadcast any off-site meetings or events, including:
 - o Cameras/tripods
 - o Microphones and stands (as required)
- At least one copy (DVD) of the meeting, if requested.

Compensation

WTV shall be compensated according to the following schedule. The amounts reflected are for a two-hour minimum period of time.

<u>Year 1: July, 2017-June, 2018</u>	<u>Regularly Scheduled Meeting</u>	<u>Additional Meeting</u>
Labor	\$ 168	\$ 253
Set-up and Take-down	\$ 66	\$ 66
Equipment Usage Fee	\$ 66	\$ 66
DVD copy, including titling	\$ 22	\$ 22
TOTALS	\$ 316	\$ 407
Hourly rate after 2-hour minimum	\$ 125	\$ 125

<u>Year 2: July, 2018-June, 2019</u>	<u>Regularly Scheduled Meeting</u>	<u>Additional Meeting</u>
Labor	\$ 167	\$ 261
Set-up and Take-down	\$ 68	\$ 68
Equipment Usage Fee	\$ 68	\$ 68
DVD copy, including titling	\$ 23	\$ 23
TOTALS	\$ 326	\$ 420
Hourly rate after 2-hour minimum	\$ 129	\$ 129

<u>Year 3: July, 2019-June, 2020</u>	<u>Regularly Scheduled Meeting</u>	<u>Additional Meeting</u>
Labor	\$ 172	\$ 269
Set-up and Take-down	\$ 70	\$ 70
Equipment Usage Fee	\$ 70	\$ 70
DVD copy, including titling	\$ 24	\$ 24
TOTALS	\$ 336	\$ 433
Hourly rate after 2-hour minimum	\$ 133	\$ 133

Legislation Text

9.

File #: 17-0559, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Woodland Regional Park Site - Habitat Conservation Easement Update and
Proposed Environmental Education Center**Recommendation for Action**

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and take the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. _____ authorizing the City Manager to prepare and execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center; and
3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

Staff Contact

Ken Hiatt, Assistant City Manager - (530) 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact*Conservation Easement*

Approval of this action will result in minimal fiscal impact to the city. Staff time and legal costs in reviewing the easement and associated documents will be incurred. These costs will be paid for out of the current and proposed FY 17/18 budget and will not require additional budget allocation. The JPA has agreed to cover all other transaction costs necessary for establishing the easement including appraisal, PAR analysis, easement document, and the management plan.

The value of the easement will be based on the results of the appraisal. It is estimated the easement value will be in the range of \$3-6,000 per acre. The City Council will be presented with the appraised value and final easement documents prior to taking final action to establish the easement. An endowment will also be required to cover the ongoing costs to maintain the easement area as Swainson's Hawk foraging habitat. The estimated cost to monitor the easement area pursuant to the management plan is approximately \$1,000 per year, which would be generated through the endowment established for the management of the easement. The JPA has agreed to fund the endowment estimated at \$35,000 to \$50,000. The endowment would not cover any improvements that may be installed for future recreational use of the site. Staff is working with the JPA and

the wildlife agencies on the possibility of layering an additional conservation easement for other sensitive habitats present on the site. This easement could generate additional one-time revenue and will be evaluated separately under the appraisal.

Master Plan and Lease Agreement

The fiscal impact of implementing the Woodland Regional Park Master Plan is unknown at this time. The project is not currently funded and it is not in the current development impact fee model. The majority of funding for the improvements are anticipated to come from outside funding sources such as grants and private donations. Staff have been working with representatives from local environmental education organizations, Explorit Science Center and Tuleyome, to develop the draft Master Plan and funding strategy. Three upcoming grants have been identified for which the proposed improvements and use appear highly competitive. If city funding is required as a match for any grant or the improvements will require city funding for maintenance, staff will return to City Council for approval prior to submitting for the grant.

Background

The Woodland Regional Park site (APN 042 030 012) is approximately 160 acres located on CR 25A, east of CR102. The site has had many uses over the past 75+ years since the City acquired it in 1935. One third of the site is a former City landfill. Well 26 was built in 1998 and is an operational city well site on the north side of the parcel which is accessed from CR25.

The site was declared surplus by the City Council on September 8, 2008. The perimeter of the site on the north and west is recommended to be reserved for future roadway improvements along CR102 and CR25. The site has been identified as having high biological value as Swainson's Hawk foraging habitat, in part as a result of its close proximity to nesting sites along Willow Slough. In addition, there is also the presence of several rare plant species. The site is not currently open to the public and is being maintained by the city. Previous uses of the Woodland Regional Park Site include:

- City Landfill (approximately 60 acres of north portion of site) - fill was used from south portion of the site to cover the "burn site" which consequently created a "lake" during the winter months due to the city's groundwater depths. The landfill was decommissioned in the late 1980's and the process of officially closing the landfill per the California State Regional Water Quality Control Board (the "Board") was started but was never officially completed. The city is currently in the process of officially closing the landfill, awaiting approval by the Board.
- In the late 1980's to early 1990's the landfill site was leased from the City as a BMX track.
- For many years Los Corporales occupied the southeast portion of the site. In September of 1995 the City of Woodland entered into an agreement with the Los Corporales de Woodland, a non-profit organization, to allow the use of City property at the Regional Park site for the establishment of a facility that would periodically accommodate a traditional Mexican rodeo or related equestrian events. Los Corporales vacated the site in January 2009.
- In 1986 the Woodland/Davis Aeromodelers (WDA) relocated from their Davis site to the "Mavis Henson Field" designed and built at the Regional Park Site. WDA is a club-organized, volunteer organization dedicated to promoting the sport and hobby of Model Aviation, in and around the Woodland-Davis area. The Aeromodelers occupied and maintained the southern portion of the Regional

Park until November 30, 2010 at which time they relocated to CR 29 in Yolo County. The site was vacated in January 2011.

- On September 21, 2010, an Exclusive Negotiating Agreement with OPDE US Corporation in order to develop one or more multi-megawatt solar plants in Woodland. This project terminated in September 2011 due to lack of community and Council support.

Biological Resource Surveys

After determining the property as surplus, the city and various interested parties commissioned biological resource assessment of the site. The following is summary of these studies and their findings.

Woodland Regional Park Special-Status Plants Survey, prepared by Ellen Dean of UC Davis Center for Plant Diversity in cooperation with the Tuleyome Group of Woodland, July 2009. This survey detected the following species: alkali milk-vetch, brittlescale, San Joaquin spearscale, palmate-bracted bird's-beak, and Heckard's peppergrass. Many of these species were not detected by Bruce Barnett in 2011.

Biological & Wetlands Resources at the Woodland Regional Park Site, Woodland, CA, prepared by Bruce Barnett, Barnett Environmental Consultants, spring-summer 2011; Biological Constraints Analysis as part of the CEQA requirements for a solar development project at subject location generally concluded the following:

- 1. Identified a total of 19.626 acres of wetlands during April/May 2011 jurisdictional field delineation of the property. Wetlands features include hydric alkaline grassland, vernal pools, alkaline rain pools, seasonal wetlands and a reservoir/pond. Vernal pools could support fairy and tadpole shrimp (federally protected species) and/or California linderiella.**
- 2. Many of the above mentioned species detected by Ellen Dean and UC Davis were not detected in the 2011 survey**
- 3. A Swainson's Hawk was found foraging over the site but no raptor stick nests were found during the surveys. This species is "fully protected" under Section 3511 of the Ca Fish & Game Code, and under the U.S. Migratory Bird Treaty Act.**
- 4. Two blue elderberry shrubs, the exclusive host for the valley elderberry longhorn beetle, were identified. No "exit holes" were evident on the plants of any beetle activity. Impacts to the species can be mitigated.**

Swainson's Hawk Conservation Easement

The JPA approached the City in 2014 to see if it had interest in considering selling a Swainson's Hawk Easement on the property before approaching other potential mitigation properties.

At its June 17, 2014 meeting, City Council directed staff to work with the Yolo County HCP/NCCP Joint Powers Agency, now Yolo Habitat Conservancy, to conduct the necessary next steps to record a Swainson's Hawk easement on a majority of the City's 160-acre Woodland Regional Park Site. Since this action, staff have been working with Conservancy staff to negotiate the terms of the Easement. The JPA has funding currently available within its mitigation funds to acquire the easement and have previously prioritized the use of

those funds for this site should the City be interested. The JPA is also considering other sites within the County for use of these funds should they be unsuccessful in reaching agreement with the City.

Woodland Regional Park and Education Center Master Plan

The City's General Plan identifies the property as a publicly accessible open space. The conservation easement has been drafted to anticipate the improvement of the site with a trail system as well as drainage/wetland improvements to enhance the site a publicly accessible open space. To inform the terms of the Easement, conceptual plans were prepared to identify the location and types of improvements that could occur to ensure compatibility with the habitat values of the site. (Attachment 1)

In 2015, City Staff was contacted by representatives of Tuleyome, Conaway Preservation Group, and Explorit Science Center (Explorit) to discuss the potential for siting an environmental education center at the Regional Park. The groups had been investigating the possibility of creating a center on the Conaway Ranch that would provide educational experiences and further understandings about the connections among water, wildlife, habitat, agriculture, and culture. To gauge community interest, the group has been reaching out to local stakeholders to tour the site and explore potential programmatic partnerships. A presentation was made to the City's Parks and Recreation Commission on March 27, 2017, to provide them an update on the easement and potential for integrating an education center with the open space trail system on the site. The Commission expressed support of the project and desire to participate in on-going planning for the project.

Discussion

Habitat Conservation Easement

Informed by discussions with JPA representatives, representatives of the California Department of Fish and Wildlife, US Fish and Wildlife Service staff, County legal staff and City legal counsel - the City has determined that the highest and best use of the Regional Park site is to serve as a multi-use open space/habitat area that incorporates compatible infrastructure needed to service existing and future development within the City. Staff and the Yolo Habitat Conservancy are finalizing the language for the conservation easement that would provide for these benefits to the City while ensuring protection of the site as Swainson's Hawk foraging habitat. Included in the easement document are terms that would provide for additional conservation benefits for other species that the site has habitat value for including the western burrowing owl and the palmate-bracted bird's beak. These additional conservation benefits and would not be "activated" unless and until the Yolo Habitat Conservation Plan (HCP/NCCP) is approved and permitted.

The current draft of the conservation easement is attached. The following is a summary of key terms that would be provided by the Conservancy to the City in consideration of recording the conservation easement on the property:

- Payment for the Swainson's Hawk Conservation Easement based fair market appraisal (estimated at ~ \$500,000)
- Funding the endowment to manage the site for Swainson's Hawk habitat
- Prepare the management plan and contract for management of the site
- Include incidental take of alkali sink and riparian habitat needed for future projects

- Provide approximately \$300,000 in avoided mitigation fee value for impacts to alkali soil and riparian wetlands
- Fund the annual management of the site in perpetuity for additional species (~\$30,000/yr)

Additionally, the City would retain the following rights under the conservation easement:

- Retention of an approximately 2.5 acre “development envelop” on the southerly side of the property
- Public access compatible with management of the site as foraging habitat including 3.1mile trail system.
- Approximately 20-acre “pond area” for stormwater drainage and/or wetland improvements
- Expansion/replacement of the existing City’s well (Well 26)on the property

Portions of the property along County Roads 102 and 25 have been removed from the easement boundary to accommodate future roadway maintenance and expansion if needed.

Conservation Easement Next Steps

The following is a list of the steps remaining to be taken prior to presenting City Council with final conservation easement items for consideration. These include;

- Finalize Conservation Easement document
- Preparation of an appraisal to determine easement value
- Preparation of a Property Analysis Record (PAR)
- Develop habitat management plan(s) for the site
- Identify entity(ies) that will hold the easement and manage the site

Once the above reference tasks are completed, staff will bring back to City Council the final documents and recommendations for final action. It is anticipated that this process will take 90-120 days.

Woodland Regional Park Master Plan and Lease Agreement

Draft Master Plan

The attached draft Master Plan has been prepared for the property to help inform the terms of the Conservation Easement (Attachment 1). The Plan includes up to 3.1 miles of trails and pathways, approximately 20 acre wetland/stormwater detention facility, retention of city well, and a ~2.5 acre development envelop. The Draft Master Plan has been developed in consultation with both the Conservancy as well as Tuleyome and Explorit who are interested in integrating an environmental education center on the site. The draft Master Plan will be refined as terms of the conservation easement are finalized and funding and programming opportunities are explored.

Lease with Explorit

Explorit has been working closing with the City and Tuleyome to evaluate the potential for locating a science and nature center on the Woodland Regional Park Site. A draft project brochure has been prepared to assist in sharing the project goals and vision with interested community and funding partners (Attachment 3).

Explorit is a non-profit organization based in Davis that provides science and nature learning programs to youth

throughout the region and is offering . The Explorit Board has approved this project as a primary initiative of the organization and is requesting consideration of a lease agreement to allow them to proceed with planning and fund raising efforts for the project in partnership with the City.

The following is a list of lease terms and performance requirements that staff has outlined with Explorit, that should the Council be supportive of, would be used to draft a lease agreement between the City and Explorit.

Proposed Lease terms:

- o Property location and boundaries encompassed by this agreement: Approximately 2.5 acre development area within the Regional Park Site (Attachment 1)
- o Lease Term - 10 years with (4) 10-year extensions
- o Rent: \$1 year
- o Explorit and City agree to jointly plan and work collaboratively to implement improvements to the Regional Park Site substantially consistent with the attached draft Master Plan
- o City agrees to provide staff assistance to Explorit to review the site and building plans for the development of an Environmental Education Center at no cost to Explorit
- o Explorit shall provide primary fund raising and grant writing services for Master Plan Improvements including the trail system, wetland restoration of the borrow pit, Education Center, and associated improvements to the site
- o Prior to construction of the Education Center, Explorit may use the 2.5 acre development site, proposed trails, paths, and wetland areas for preliminary educational programming, fundraising, and advancement of the Master Plan
- o Explorit shall maintain insurance naming city additionally insured (\$2M aggregate general aggregate)
- o Within 45 days after execution of the Lease, Explorit and City shall enter into a shared use and maintenance agreement stipulating terms for access, use, and maintenance of improvements on the Property
- o Explorit acknowledges City's and Yolo Habitat Conservancy's desire to record a permanent conservation easement on the Regional Park property, that includes the 2.5 acres, and agrees to comply with all terms and management activities required in the easement if executed
- o Terms of Use are subject to obtaining required, City, State, Federal permits that affect the site development and proposed uses.

Performance Requirements:

- o Within 5 years of Lease execution, Explorit shall secure, funding for construction and on-going maintenance of the Education Center
- o Explorit shall conduct a minimum of (4) educational events/activities on the site per calendar year prior to construction of the Environmental Education Center facilities
- o Explorit shall submit to the City an annual report by March 1 of each year summarizing the types of on-site uses, audience reached, and recommendations for advancing the overall project development. The report will be presented to the Woodland Parks and Recreation Commission at a mutually agreed date.

Grant Funding

Several grant opportunities have been identified for which the Woodland Regional Park project appears to be well positioned to compete. Two State Park grant programs, the Outdoor Environmental Education Facilities and the 1990 Habitat Conservation Fund, are soliciting applications due late full/early summer. Additionally, the California Waterfowl Association has expressed interest in funding the conversion of the former landfill borrow pit referred to as “the pond” on the site into a permanent wetland. These funding opportunities are being evaluated for competitiveness and match requirements. If it is determined that these funding sources are worth pursuing for this project, staff will return to Council with a separate action to authorize submittal of the grant applications detailing what, if any, City matching funding will be required if approved.

Conclusion

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and take the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. authorizing the City Manager to prepare and execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center; and
3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

Ken Hiatt, Assistant City Manager - Community and Economic Development

Attachments:

1. Draft Master Plan
2. Draft Conservation Easement
3. Woodland Regional Park - Draft Science and Nature Center Brochure
4. Resolution



JUNE 29, 2017

DRAFT **WOODLAND REGIONAL PARK** *MASTER PLAN*

TOWN PLANNERS
 301 Seventh Street Davis, CA 95616
 (530) 750-2939

corbettDESIGN
 730 B St. Davis, Ca 95616 P.530.219.6807 chriscorbettdesign.com

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
The Yolo Habitat Conservancy)
611 North Street)
Woodland, CA 95695)
Attn: Executive Director)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

Woodland Regional Park Preserve

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made and entered into this ____ day of _____ 2017, by the City of Woodland, California, a general law city ("Grantor"), in favor of the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency, known generally and referred to hereinafter as the Yolo Habitat Conservancy or "Grantee," a joint powers agency organized and existing under the laws of the State of California, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property of 158.7 acres located in the County of Yolo, State of California, consisting of a portion of Assessor's Parcel Number 042-030-012, as legally described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Preserve"). Grantor's City Council approved by resolution the granting of this Conservation Easement on _____.

B. The Preserve possesses wildlife and habitat values, including high quality foraging habitat for Swainson's hawk (*Buteo swainsoni*), a State-listed species, as well as grassland and alkali prairie habitat (collectively, "Conservation Values") that also provides habitat value for the western burrowing owl, palmate-bracted bird's-beak, and other native species. These particular and other Conservation Values are of great importance to Grantor and Grantee and the people of the State of California, and certain ongoing and anticipated future public park, recreation, City facility, and related uses on the Preserve are expected to be generally compatible with preservation of the Conservation Values as described in this Conservation Easement and the accompanying Management Plan.

C. Grantee is providing funds pursuant to a Purchase and Sale Agreement with Grantor dated _____ for the acquisition of the real property interest

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CONSERVATION EASEMENT
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conveyed by this Conservation Easement. Grantee is a California joint powers agency and is authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3. Grantee is authorized to hold and accept this Conservation Easement by a resolution of its Board of Directors dated _____.

D. The California Department of Fish and Wildlife (CDFW) has jurisdiction, pursuant to section 1802 of the California Fish and Game Code, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species. CDFW is a third party beneficiary of the Conservation Easement pursuant to (insert authority).

E. The United States Fish and Wildlife Service ("USFWS") is an agency of the United States Department of the Interior and is authorized by Federal law to be a third party beneficiary of the Conservation Easement and to administer the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.* ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, and the Fish and Wildlife Act of 1956, 16 U.S.C. § 742(f), *et seq.*

F. Grantor and Grantee will have prepared and will execute contemporaneous with the closing and recording of this Conservation Easement a document entitled *Woodland Regional Park Preserve Baseline Documentation Report* ("Baseline Report"), which is incorporated herein by reference. The Baseline Report consists of reports, maps, photographs, and other documentation, including a list of existing City improvements within the Preserve that may be operated, maintained, and replaced over time, and provides an accurate and complete, though nonexclusive, representation of the Preserve as of the date of this Conservation Easement. Grantor and Grantee acknowledge, as set forth in **Exhibit ____**, attached hereto and incorporated herein, that each has received a copy of the Baseline Report and that it is accurate as of the date of this Conservation Easement. A purpose of the Baseline Report is to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. The parties shall retain duplicate originals of the Baseline Report. The Baseline Report may be used to establish whether a change in the use or character of the Preserve has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Preserve as of the date of this Conservation Easement.

G. Section 815 of the California Civil Code declares the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of the State of California.

H. Grantor and Grantee intend that the Preserve be perpetually managed for the benefit of Swainson's hawk as foraging habitat pursuant to a habitat management

plan ("Management Plan") approved by Grantor and Grantee, which also details compatible park, recreational, and City facility uses that Grantor may undertake within the Preserve. This intention is reflected in the definition of the Initial Conservation Purposes of this Conservation Easement, as described in Section 1 below.

I. Grantor and Grantee intend for the Initial Conservation Purposes of this Conservation Easement (referenced in Recital H, above, and defined in Section 1, below) to expand as set forth herein to further restrict allowable uses and activities within the Preserve to benefit additional species and natural communities covered by the Yolo Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP") upon its approval. Upon approval of a Management Plan amendment and amendment to this Conservation Easement, certain additional protections will take effect to ensure the achievement of the Additional Conservation Purposes (as defined in Section 1 below) of this Conservation Easement, which shall be defined to include the protection in perpetuity of additional sensitive or imperiled habitat or species covered by the Yolo HCP/NCCP, including but not limited to the federal- and state-endangered palmate-bracted bird's-beak (*Chloropyron palmatum*). Those additional protections are set forth below in Section 3. The passive recreation and other uses contemplated by Grantor are anticipated to be consistent with protection of these additional habitat types and species.

J. Grantor and Grantee have agreed Grantee shall provide funding necessary to monitor the Preserve consistent with the Yolo HCP/NCCP, excluding monitoring necessary to enforce public access restrictions and address other uses not expressly described in the Yolo HCP/NCCP or the Preserve Management Plan. The funding agreement is described in the Compliance Monitoring and Funding Agreement (CMFA) between Grantor and Grantee for the purpose of fulfilling Grantee's obligation to monitor and enforce the terms of this Conservation Easement and to defend the Conservation Easement, both in perpetuity, in accordance with the Initial Conservation Purposes. As set forth in the CMFA, Grantee will monitor, or arrange with a third party to monitor, the Preserve on an annual basis to review compliance with this Conservation Easement, to document current site conditions, and to identify any instances of actual or potential non-compliance. The results of each annual monitoring shall be set forth in a report prepared promptly after the site visit, which shall be available to Grantor, Grantee, and CDFW and USFWS in their capacity as third party beneficiaries.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the parties agree as follows:

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration furnished by Grantee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including California Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement over the Preserve. The Conservation Easement runs with and binds the land in perpetuity.

1. **Purposes.** The purposes of this Conservation Easement are to ensure that the Preserve will be retained forever in its open space condition, to preserve and protect the Conservation Values, including its suitability for Swainson's hawk foraging, and to prevent any use of the Preserve not specifically reserved herein that will impair or interfere with the Conservation Values of the Preserve ("Initial Conservation Purposes"). Upon the effective date of approval of the HCP/NCCP and the recording of the notice required by Section __, below, the purposes of this Conservation Easement shall also be deemed to include the permanent protection of additional species and natural communities covered by the Yolo HCP/NCCP, including but not limited to the western burrowing owl and the federal- and state-endangered palmate-bracted bird's-beak (*Chloropyron palmatum*) ("Additional Conservation Purposes"). Grantor intends that this Conservation Easement will confine the use of the Preserve to such activities that are consistent with these purposes and the preservation, restoration, and enhancement of native species and their habitats.

The Initial Conservation Purposes and the Additional Conservation Purposes are referred to collectively at times herein as the "Purposes" of this Conservation Easement. The term "Purposes" shall be understood to include at all times the Initial Conservation Purposes of this Conservation Easement (i.e., the protection of Swainson's hawk foraging habitat) and, subsequent to approval of the HCP/NCCP and the recording of the notice described in Section __, below, shall also be understood to include the Additional Conservation Purposes (i.e., the protection of habitat for other species and habitat types included within the scope of the HCP/NCCP).

2. **Grantee's Rights.** To accomplish the Purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee, and also to CDFW and USFWS as third party beneficiaries of this Conservation Easement. These activities will be undertaken by the third party beneficiaries only if Grantee is unable to perform these duties.

a. To preserve and protect the Conservation Values of the Preserve in accordance with the terms and provisions of this Conservation Easement.

b. To enter upon the Preserve at reasonable times to monitor

Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research, species monitoring, and effectiveness monitoring relating to the Swainson's hawk and, following HCP/NCCP approval, other species and natural communities covered by the Yolo HCP/NCCP within the Preserve. Before entering the Preserve, Grantee, CDFW or USFWS shall give Grantor (1) at least forty-eight (48) hours advance notice of entry for compliance monitoring and enforcement and/or (2) at least ninety-six (96) hours advance notice of entry for scientific research and conservation value monitoring purposes. No entry by Grantee, CDFW, or USFWS, or their representatives shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Preserve. No advance notice to Grantor shall be necessary for entry by Grantee, CDFW, or USFWS upon the Preserve in response to an actual or threatened violation of this Conservation Easement. The advance notice requirements set forth above do not apply to entry by Grantee or its contractors, agents, or volunteers to perform management activities in accordance with a mutually approved Preserve management plan and any provisions therein relating to advance notice for Preserve management.

c. Once the HCP/NCCP is approved and the Management Plan and this Conservation Easement are amended, Grantee shall assume sole responsibility for all management and monitoring of the biological resources within the Preserve in a manner consistent with the HCP/NCCP. That management and monitoring includes, but is not limited to, the right to enter upon the Preserve at reasonable times, with reasonable advance notice to Grantor, to undertake management practices such as livestock grazing, prescribed burning, mowing, and limited herbicide applications to control invasive species and protect the Conservation Values of the Preserve. Grantee, CDFW, or USFWS may also close or restrict use to the Preserve or portions thereof from time to time to the extent reasonably necessary to undertake these activities in a safe and effective manner. All such activities shall be undertaken by Grantee at its sole cost and expense.

d. To prevent any activity on or use of the Preserve that is inconsistent with the Purposes of this Conservation Easement or specifically prohibited hereunder, Grantor shall be required to restore, at Grantor's expense, any such areas or features of the Preserve that may be damaged by any act, failure to act, or any use by Grantor or its agents that violates the terms of this Conservation Easement.

e. All present and future development rights, except as otherwise provided below, allocated, implied, reserved or inherent in the Preserve; such rights are hereby released, terminated, and extinguished, and may not be used

on or transferred to any portion of the Preserve, nor any other property adjacent or otherwise, except as provided for in Subsections 4.b and 4.c of this Conservation Easement.

3. Prohibited Uses. Any use of or activity on the Preserve that is inconsistent with the Purposes of this Conservation Easement is prohibited unless otherwise expressly provided for in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

a. Agricultural Activities and Uses. Agricultural activities or uses that are inconsistent with the Purposes of this Conservation Easement. Grazing is presumed consistent with the Purposes of this Conservation Easement and may be implemented in a manner consistent with the Management Plan. Other compatible agricultural activities and uses may be undertaken only if the Management Plan is amended to specifically authorize such activities and uses;

b. Paving. The paving or covering with concrete, asphalt, or any other impervious material of any portion of the Preserve that is presently unpaved, except (1) land within the Development Envelope (as defined in Subsection 4.b, below) and/or (2) to comply with a specific governmental directive (e.g., written requirement in connection with a binding permit) regarding air quality laws, fire safety regulations, or other governmental regulations applicable to the Preserve. The use of gravel, crushed rock, or the lime treatment of soils on any portion of the Preserve is prohibited; except that untreated gravel or crushed rock may be used on any roads that exist on the Preserve as of the date of this Conservation Easement ("Currently Existing Roads") or on any roads located wholly within the Development Envelope, on public access trails located in areas agreed upon by both Grantor and Grantee that do not exceed a width of eight (8) feet at any location and do not exceed a total length of three-and-a-half (3.5) miles on Preserve lands located outside of the Development Envelope, so long as the use of such gravel or crushed rock does not expand the Currently Existing Roads and Grantor obtains Grantee's prior written consent for the location of the same;

c. Buildings. Except as otherwise authorized or reserved in this Conservation Easement, the construction, operation, or maintenance of buildings and other facilities and improvements that are not in existence at the time this Conservation Easement becomes effective, except within the Development Envelope. ;

d. Billboards and Commercial Signs. Billboards or commercial signs unrelated to permitted activities conducted on the Preserve;

- e. Institutional and Commercial Uses. Residential, institutional, industrial, or commercial uses outside of the Development Envelope, except grazing and other appropriate agricultural uses;
- f. Subdivision of Land. Any legal or de facto division, subdivision, partition of the Preserve (including but not limited to an application for certificates of compliance under California Government Code section 66499.35), or lot line adjustment thereon (collectively, a "Subdivision"), that would create one or more new, reconfigured, or remainder parcels;
- g. Dumping. The dumping or accumulation of any kind of trash, refuse, or hazardous waste on the Preserve;
- h. Utility Transmission Lines. Antennas, towers, and facilities for the generation and transmission of electrical power or telecommunications (including but not limited to cell towers and detached solar arrays) to the extent such facilities are partly or entirely located outside of the Development Envelope.;
- i. Vehicle Storage. The storage of vehicles or equipment outside of the Development Envelope;
- j. Vegetation Removal. Removing, destroying, or cutting of trees, shrubs, or other vegetation located on the Preserve, except as reasonably necessary and/or prudent for (1) fire breaks, (2) prevention or treatment of disease; (3) removing vegetation and debris that poses a health and safety hazard including, but not limited to, noxious weeds and downed trees or limbs on the Preserve; or (4) managing invasive plants and other vegetation in a manner consistent with the Management Plan. Unless authorized by CDFW, the activities identified in (1) and (2) shall not occur during the Swainson's hawk nesting season. For purposes of this Conservation Easement, the nesting season shall be February 1 through October 1 of each calendar year, unless Grantee advises Grantor in writing that a different nesting season will apply based on published CDFW guidance regarding nesting practices. No standing tree shall be removed until it has been verified by Grantee at Grantor's request that the tree is not an active Swainson's hawk nest tree;
- k. Chemical Application and Disposal. Except as allowed under applicable law in connection with uses that are authorized or reserved hereunder, the application or disposal of chemicals (including but not limited to fertilizers and pesticides, as defined under applicable local, state, and federal laws), or any toxic or hazardous substance or materials. Notwithstanding anything else set forth herein, the use of rodenticides within the Preserve is strictly prohibited;

l. Sale or Use of Air and Water Rights. The sale or use of air and water rights in a manner inconsistent with the Purposes of this Conservation Easement, except Grantor shall continue to be permitted to extract groundwater resources by operation of the existing municipal well (or any similar replacement facility constructed in the future);

m. Resource Extraction. Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Preserve;

n. Mineral Exploration. Mining or extraction of soil, sand, gravel, rock, or any other mineral substance, using any method that disturbs the surface of the land. Exploration for, or development of, oil or gas resources. Transferring, selling, leasing or otherwise severing the mineral rights from the Preserve;

o. Unmanned Aerial Vehicles. Use of unmanned aerial vehicles (UAVs) unless authorized by the Management Plan for management and/or Conservation Value protection; use of off-road vehicles and use of any other ground-based motorized vehicles except on existing roadways or as otherwise specifically provided in the Management Plan; and

p. Equestrian Uses. Equestrian use of the Preserve.

4. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from Grantor's ownership of the Preserve, including the right to engage in or permit or invite others to engage in all uses of the Preserve that are not prohibited or limited by, and that are consistent with, the Purposes of this Conservation Easement. Grantor also retains the right and obligation to exclude any member of the general public from using the Preserve in a manner that is inconsistent with any rules and regulations established by Grantor for public use, including but not limited to using it outside of posted hours or engaging in unauthorized activities that cause damage to biological resources. Without limiting the generality of the foregoing, the following rights are expressly and specifically reserved:

a. Sell or Transfer. Grantor reserves the right to sell or otherwise transfer the Preserve to anyone Grantor chooses subject to Section 9, below.

b. Water. Grantor retains and reserves all groundwater, appropriative, prescriptive, contractual, or other water rights appurtenant to the Preserve.

Subject to the limitation set forth in Section 3(l), above, relating to inconsistency with the Purposes of this Conservation Easement, Grantor retains the right to:

(i) Use, enjoy, and/or transfer, on a temporary or permanent basis, said water rights as may be authorized by law;

(ii) Develop and maintain the surface water and groundwater resources associated with the Preserve, including but not limited to deepening existing water wells, drilling new water wells, and developing, pumping, storage, and conveyance facilities, in any manner that is reasonably necessary, convenient or appropriate for any and all activities that are allowed on the Preserve pursuant to this Conservation Easement and all applicable local, state, and federal laws; and

(iii) Utilize the facilities and improvements referenced in (ii), above, to serve any adjacent properties owned or operated by Grantor.

Nothing in this subsection shall prohibit, restrict, or in any way affect the continued extraction of groundwater resources by continued operation of the existing municipal well (or any similar replacement facility constructed in the future) located within the Preserve.

c. Development Envelope. The Preserve contains _____ (____) acres ("Development Envelope") that are subject to the terms and conditions of this Conservation Easement, except as explicitly stated in Section 3 and further described in this paragraph. Exhibit includes a professional survey that delineates the Development Envelope on the Property.

Notwithstanding any other provision of this Conservation Easement, Grantor specifically retains the right to engage in the following uses within the Development Envelope:

i. Educational and Interpretive Center. Grantor anticipates leasing all or a portion of the Development Envelope to a not for profit corporation that desires to use the space and the Premises for environmental and science education purposes. The lease agreement between Grantor and the not for profit corporation shall require the not for profit corporation to comply with all existing restrictions on the Preserve.

ii. Paved Roads. Grantor may cover the Development Envelope with concrete, asphalt, or other impervious paving material for vehicular access or parking.

iii. Buildings. Grantor may construct buildings, facilities, and improvements and permit other activities and uses that are not specifically prohibited or restricted therein by this Conservation Easement, including but not limited to Section 3(h) above, so long as such uses and activities in the Development Envelope do not impair the Conservation Values on other portions of the Preserve.

iv. Solar Arrays and Cellular Towers. Detached solar arrays, cellular towers, and other similar facilities are permitted unless they are determined to be inconsistent with the Purposes of this Conservation Easement.

c. Water Infrastructure Maintenance Envelope. In addition to the Development Envelope described in the preceding subsection, the Property contains __ (__) acres total in two separate locations ("Water Infrastructure Maintenance Envelopes") that are subject to the terms and conditions of this Conservation Easement, except as described in this paragraph Exhibit includes a professional survey that delineates the locations of the Water Infrastructure Maintenance Envelopes on the Property. One area is referred to herein as the "Well Area," depicted in Exhibit __ as __ and the other area is referred to as the "Pond Area," depicted in Exhibit __ as __. Within the Water Infrastructure Maintenance Envelopes, Grantor retains the right to engage in the following specific uses:

i. Well Area. The City owns an active well within the Well Area that currently provides water to City water customers. City shall be permitted to conduct all activities authorized under Section 4.b.ii, and to maintain and replace (with substantially similar facilities) the existing well and to maintain the water line that extends south from the Well Area when necessary and to access the Well by maintenance vehicles within the Preserve. The City may also expand the well and may need to construct a well building, both of which shall be permitted within the Well Area.

ii. Pond Area. The City anticipates using the Pond Area as a stormwater facility and may need to dredge the existing pond and modify the hydrology to function as a pre-treatment and/or detention facility. Pond Area improvements would include an inlet and outfall to connect with the drainage channel on the south and southeast perimeter of the Preserve. If City constructs these stormwater improvements to the Pond Area, City shall restore the riparian habitat around the perimeter of the Pond Area, consistent with Section 5.d. below.

d. Utilities Except as prohibited or restricted by Section 3 (Prohibited Uses), above, Grantor retains the right to bring utility services, including without limitation electricity, natural gas, water, sewer, storm drainage, and telephone services, to and across the Preserve as reasonably necessary for uses allowed by this Conservation Easement

e. Participation in Other Conservation Programs. If Grantee, as part of the Yolo HCP/NCCP, adopts stewardship programs or policies that provide incentives (including compensation) to landowners for participation in such programs or policies, Grantor will be eligible to participate upon proper application and acceptance so long as such participation would not be inconsistent with the Purposes of this Conservation Easement and would not compensate Grantor for forgoing uses already prohibited by this Conservation Easement. This provision does not entitle Grantor to preference in the selection or qualification process or otherwise, but merely recognizes that this Conservation Easement does not prohibit Grantor from seeking to participate in such programs or policies on the same terms and conditions that apply generally.

f. Public Use/ Public Trails. Grantor retains the right to allow public park, recreational, and environmental education activities within the Preserve so long as such activities are consistent with the Purposes of this Conservation Easement. The Management Plan includes terms and provisions relating to such activities and related improvements, including but not limited to a description of a trail system of no more than 3.5 lineal miles in length, identified access points, and other related facilities (conceptually depicted on Figure ____) intended to facilitate passive recreational use of the Preserve in a manner that is consistent with the Purposes of this Conservation Easement. The Parties will evaluate the consistency of such uses from time to time and will cooperate in good faith to amend the Management Plan and undertake other reasonable actions that may be necessary or appropriate to ensure the continuing consistency of park and recreational activities with the Purposes of the Conservation Easement. This may include, by way of example only, placing additional temporary or permanent restrictions on the manner or location of such uses within the Preserve to ensure the ongoing protection of sensitive biological resources.

g. Fences. Grantor may construct and maintain new fences on the Preserve for purposes of security in connection with authorized or reserved uses of the Preserve and for the purposes of management and protection of the Conservation Values of the Preserve.

h. Emergencies. In an emergency, Grantor may take such limited and

temporary actions as are reasonably necessary to protect physical safety of persons and property on the Preserve and the Preserve itself, including improvements but only to the limited extent necessary for such protection and provided such actions are in compliance with applicable laws. Grantor shall provide written notice of any emergency actions taken within a reasonable time following the emergency.

i. Unpaved Roads. Construction and maintenance of unpaved roads that are reasonably necessary and incidental to carrying out the uses permitted on the Preserve by this Conservation Easement are permitted. Construction and maintenance of unpaved dirt trails are also permitted. All roads and trails shall be located to minimize adverse impacts to the Conservation Values of the Preserve.

5. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent activities that may degrade or harm the Conservation Values of the Preserve. Consistent with Section 4(f), above, this may include adopting and enforcing reasonable rules and regulations to ensure that public recreational use of the Preserve conforms to the Management Plan and is otherwise undertaken in a manner that is consistent with the Purposes of this Conservation Easement. If public recreational use nonetheless degrades or harms the Conservation Values of the Preserve, in addition to implementing additional temporary or permanent use restrictions pursuant to Section 4.f, above, Grantor will promptly address such degradation by restoring the affected areas or taking other appropriate actions if determined to be reasonably necessary to ensure recovery of the affected resource(s) in consultation with Grantee.

Notwithstanding the foregoing, if damage arises from trespass or other unauthorized activities or uses that are not incidental to authorized public recreational use of the Preserve and Grantor made reasonable efforts to delineate habitat and other sensitive areas (such as by erecting and maintaining fencing), Grantor shall have no duty under this Conservation Easement to restore or otherwise address such damage.

After approval of the HCP/NCCP, and after the Preserve is opened to the public for recreational uses and activities contemplated herein, Grantor or its assigned agents, including its lessees, will also:

a. Remain responsible for management of all developed portions of the site (Development Envelope and Water Infrastructure Maintenance Envelope, including but not limited to roads, parking lot, trails, detention basin, well site, and water lines);

b. Oversee and manage public access to the site, including access controls, signage, and enforcement of trail use (e.g., dog leash laws);

c. Conduct patrols with sufficient frequency to ensure that public recreational uses do not degrade the Conservation Values; and

d. Concurrent with or prior to the future modification of the detention basin, Grantor will, in collaboration with Grantee, conduct riparian restoration along the margins of the detention basin to fill in gaps in the existing riparian woodland. This riparian restoration will be designed to offset the loss of the low-quality riparian scrub within the basin that will be temporarily lost from the dredging activity. This restoration will be sufficient to offset any HCP/NCCP wetland fees that may result from any improvements or dredging within the detention basin.

6. Grantee's Remedies.

a. Generally. CDFW and USFWS, as third party beneficiaries of this Conservation Easement ("Beneficiaries"), shall have the same rights and legal standing as Grantee under this section to enforce the terms of this Conservation Easement.

(i) Should Grantee, CDFW, or USFWS determine that there is a violation of the terms of this Conservation Easement or that a violation is threatened, Grantee, CDFW, or USFWS shall give written notice to Grantor of such violation and demand in writing the cure for such violation. At the time of giving any such notice, Grantee, CDFW, or USFWS shall also give a copy of the notice to the other. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, CDFW or USFWS, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee, CDFW, or USFWS may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee, CDFW, or USFWS may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Preserve, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Preserve to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee, CDFW, or USFWS may apply any damages recovered by such party to the cost of undertaking any corrective action on the Preserve.

(ii) If Grantee, CDFW, or USFWS, in its/their sole discretion, determines that emergency circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Preserve, Grantee, CDFW, or USFWS may pursue its remedies under this Section 6 without prior notice to Grantor and without waiting for the period provided for cure to expire. The rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee, CDFW, or USFWS shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee, CDFW, or USFWS may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee, CDFW, or USFWS to discover a violation or to take immediate legal action shall not bar Grantee or a Beneficiary from taking such action at a later time.

(iii) If at any time in the future Grantor or any subsequent transferee uses or has demonstrated that they intend to use the Preserve for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General, in addition to its charitable trust authorities, also has standing as an interested party in any proceeding affecting this Conservation Easement.

b. Costs of Enforcement. Grantor shall bear any costs incurred by Grantee, CDFW, or USFWS if the enforcing party (or parties) prevail in an action or proceeding to enforce the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

c. Discretion of Grantee and the Beneficiaries. Enforcement of the terms of this Conservation Easement by Grantee, CDFW, or USFWS shall be at the discretion of the enforcing party or parties, and any forbearance by Grantee, CDFW, or USFWS to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee, CDFW, or USFWS of such term

or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of Grantee, CDFW, or USFWS under this Conservation Easement. No delay or omission by Grantee, CDFW, or USFWS in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

d. Third Party Beneficiary Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by Grantee, CDFW, or USFWS.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Preserve. Grantor agrees that neither Grantee, CDFW, or USFWS shall have any duty or responsibility for the operation, upkeep, or maintenance of the Preserve, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Preserve. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders, and requirements.

a. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Preserve by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and the Beneficiaries with satisfactory evidence of payment upon request. If Grantee ever elects to pay any taxes or assessments on the Preserve to remove encumbrances or tax default notices, Grantor will reimburse Grantee for the same. Grantor shall keep the Preserve free from any liens, including those resulting from any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Preserve.

b. Hold Harmless. In view of the negative rights, limited access to the land, and lack of active involvement of Grantee, the CDFW, and the USFWS in the day-to-day management activities on the Preserve, Grantor shall hold harmless, defend, protect, and indemnify Grantee and the CDFW, USFWS, and their elected officials, officers, directors, employees, agents, contractors, and representatives and the heirs, personal representatives, successors, and assigns of each of them (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts'

fees), causes of action, claims, demands, orders, liens, or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Preserve, regardless of cause, except that this indemnification shall be inapplicable to an Indemnified Party with respect to any Claim due solely to the negligence of that Indemnified Party; and (2) the obligations specified in Sections _____. Grantor shall also indemnify and hold harmless Grantee's officers and directors from any and all claims arising exclusively from their status as an officer or director of Grantee and the status of Grantee as an owner of a real property interest in the Preserve. If any Claim or Claims covered by this Section 7.b is brought against any of the Indemnified Parties, Grantor shall, at the election of, and upon written notice from, an Indemnified Party or Parties providing notice, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or Parties or reimburse the Indemnified Party or Parties for all charges incurred for legal services in defending the action or proceeding (including but not limited to any charges for legal services of the California Attorney General).

Grantee shall indemnify, defend, and hold harmless Grantor and Beneficiaries and their officers, directors, employees, agents, contractors, or representatives from any and all liabilities, penalties, costs, losses, damages, expenses (including without limitation, reasonable attorneys' fees and expert witness fees) resulting from the acts of Grantee or its officers, directors, employees, agents, or representatives while on the Preserve.

c. Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or part, by judicial proceedings in a court of competent jurisdiction. Should this Conservation Easement be terminated on any portion of the Preserve pursuant to this Section, the balance of the Preserve shall remain subject to the Conservation Easement. In this event, all relevant documents shall be updated and re-recorded by Grantee to reflect the modified easement area.

d. Condemnation. The Purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding California Code of Civil Procedure Sections 1240.690 and 1240.700. If all or any portion of the Preserve is acquired by eminent domain, or by purchase in lieu of eminent domain, Grantee shall be paid by the condemnor (or purchaser) the value of the Conservation Easement at the time of condemnation (California Public

Resources Code Section 10261(a)(2)).

8. Conservation Easement Assignment or Transfer.

a. This Conservation Easement may be assigned or transferred by Grantee or any qualified successor in interest upon at least thirty (30) days advance written notice to Grantor. The failure of Grantor to respond in writing within thirty (30) days of its receipt from Grantee of written notice of a proposed transfer of the Conservation Easement may be deemed by Grantee to constitute an approval of the proposed transfer. Approval of any assignment or transfer may reasonably be withheld whenever it will result in a merger of the Conservation Easement and the Preserve in a single property owner (thereby potentially extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Preserve in perpetuity has been established. Grantee or any successor in interest may assign or transfer its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code section 815.3 and California Government Code section 65965, as they may be amended from time to time.

b. If Grantee ever ceases to exist, or no longer qualifies to hold this Conservation Easement under Section 170(h) of the U.S. Internal Revenue Code (or any successor provision then applicable), or under California Civil Code section 815 *et seq.* (or any successor provision then applicable), or under California Government Code section 65965 (or any successor provision then applicable), then Grantor shall contact CDFW and USFWS and request their cooperation in transferring this Conservation Easement to an entity that meets those statutory qualification criteria and that is acceptable to Grantor.

c. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Preserve become vested in the same party. If, despite this intent, the doctrine of merger is applied to extinguish this Conservation Easement, then a restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Preserve.

9. Subsequent Transfers by Grantor.

a. This Conservation Easement shall be recorded in the Official Records of Yolo County. Grantor shall notify any tenant of the Preserve of the terms of this Conservation Easement, and any document conveying a lease shall expressly incorporate by reference this Conservation Easement. Any time the

Preserve itself, or any interest in it, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions, and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

Grantor's liability hereunder is expressly limited to actions and failures to act during Grantor's ownership of the Preserve. Upon each fee title transfer of the Preserve to a subsequent transferee, the subsequent transferee shall be the responsible party under this Conservation Easement beginning on the date of transfer. Grantor and each subsequent transferee shall not be liable for any actions or failures to act on the Preserve that take place after their individual periods of ownership, respectively, except to the extent of their participation in such activities.

b. Transfer Fee to Grantee. Grantor and Grantee recognize and agree that any sale of the Preserve will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Therefore, each transfer of all of any part of the Preserve (except for transfers to Grantor's spouse, domestic partner [if registered in accordance with the California Family Code, as may be amended from time to time, or otherwise validated in accordance with California law], lineal descendants, or to change the method of holding title, including by a trust for the benefit of Grantor, spouse/domestic partner, or their issue) shall require Grantor to pay a transfer fee to Grantee's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or two thousand and five hundred dollars (\$2,500.00) as unrestricted funds. As used herein, and subject to the exceptions noted above, "transfer" shall have the same meaning as a transfer of ownership for purposes of payment of a documentary transfer tax. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Preserve, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of any conveyance of the Preserve, limit its enforceability in any way, or excuse the transferee from complying with the terms of this Conservation Easement.

10. Notices. Any notice, demand, request, consent, approval, or communication that any party or third party beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight

courier that guarantees next-day delivery or by first-class mail, postage fully prepaid, addressed as follows:

To Grantor: City of Woodland
City Hall
300 First Street
Woodland, CA 95695
Telephone: (530) 661-5800

With a copy to: City of Woodland City Attorney
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Telephone: (916) 325-4000

To Grantee: Yolo Habitat Conservancy
611 North Street
Woodland, CA 95695
Telephone: (530) 723-5504

or to such other address as Grantor or Grantee may designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first-class mail, five (5) days after deposit into the United States mail.

11. Amendment.

a. Process and Purpose. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written approval of CDFW and USFWS, which shall not be unreasonably withheld. Any such amendment shall be consistent with the Purposes of this Conservation Easement and California charitable trust law and law governing conservation easements and shall not affect its perpetual duration or impair the Conservation Values of the Preserve. Any such amendment shall be recorded in the Official Records of Yolo County, State of California. A request for an amendment shall be addressed by CDFW and USFWS in a timely manner.

b. Amendment Following Approval of the Yolo HCP/NCCP. Prior to or concurrently with approval of the Yolo HCP/NCCP, Grantee shall prepare amendments to the Management Plan to address the conservation, management, and monitoring activities that are reasonably required to implement the Additional Conservation

Purposes that will take effect upon the later of approval of the amendment to the Management Plan, amendment to this Conservation Easement, or approval of the Yolo HCP/NCCP. The amendments shall be consistent with the HCP/NCCP, this Conservation Easement, and the management of alkali sink preserves adjacent to the Preserve. The approval of the amended Management Plan shall require the consent of Grantor and Third Party Beneficiaries and shall be a prerequisite to Grantor's receiving take coverage under the HCP/NCCP for activities on the Preserve. Grantee may also amend the Management Plan at other times in the future with Grantor's approval. Additionally, Grantor and Grantee agree that this Conservation Easement shall be amended to include the following restrictions and prohibitions:

- (i) Planting, introduction, or dispersal of exotic or invasive plant or animal species shall be prohibited;
- (ii) Altering the surface or general topography of alkali sink land (as identified in the Baseline Conditions Report) within the Preserve, other than measures expressly identified and permitted in the Management Plan, shall be prohibited; and
- (iii) Manipulating, impounding, or altering any natural water course, body of water, or water circulation connected to or otherwise associated with alkali sink lands of the Preserve, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, other than activities identified and permitted in the Management Plan, shall be prohibited.

12. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

b. Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the Purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect

the application of the provision to other persons or circumstances.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in a written amendment in accordance with Section 11.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto (including Grantee) and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Preserve.

g. Warranty; Current and Subsequent Liens on the Preserve. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Preserve (including, without limitation, mineral interests) that have not been expressly subordinated to this Conservation Easement and that the Preserve is not subject to any other conservation easements.

h. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Preserve, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon its construction or interpretation.

j. Hazardous Materials.

(i) The parties acknowledge that a portion of the Preserve was previously used by Grantor as a landfill. According to a letter to Grantor dated November 9, 2012, Grantor closed the landfill in a manner acceptable to the Central Valley Regional Water Quality Control Board. No further actions other than ongoing maintenance of the final cover is now

required by Grantor. However, Grantor may in the future need access to the site for additional maintenance or remediation, which Grantee shall permit provided that Grantor provides Grantee with twenty-four (24) hours notice unless an emergency does not permit such notice, in which case Grantor shall have immediate access to the Preserve for such remediation purpose.

(ii) Grantor represents and warrants that, except for the former landfill and the lawful and proper above-ground storage and use of farm chemicals and fuel, it has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Preserve, or transported to or from or affecting the Preserve. Without limiting the obligations of Grantor under Subsection 7.b, Grantor hereby releases and agrees to indemnify, protect, and hold harmless the Indemnified Parties (as defined in Subsection 7.b) from and against any and all Claims (as defined in Subsection 7.b) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Preserve at any time, except that this indemnification shall be inapplicable to any Indemnified Party with respect to any Hazardous Materials placed, disposed or released by such Party or Beneficiary, including its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from an Indemnified Party or Parties, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or Parties or reimburse said party or Parties) for all charges incurred for in defending the action or proceeding (including but not limited to charges for the legal services of the California Attorney General, if incurred by CDFW).

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or the Beneficiaries any of the following:

(1) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Preserve; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Preserve.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "HTA"); the Carpenter Presley Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Preserve by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

k. Additional Easements. Except as is provided in Subsection 4(f), above, relating to conservation encumbrances, Grantor shall not grant any additional easements or rights of way in the Preserve, excepting areas within the Development Envelope and the Water Infrastructure Maintenance Envelope,

without first obtaining the written consent of Grantee and the third party beneficiaries. Consent shall not be unreasonably withheld. Grantee or any third party beneficiary may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Preserve. This Section shall not prohibit transfer of a fee or leasehold interest in the Preserve that is subject to this Conservation Easement and complies with Section __. Leasehold interests for areas located within the Development Envelope may be established by Grantee without written consent of other parties while leasehold interests for other areas of the Preserve must receive written consent of Grantee.

l. Recording. Grantee shall cause the recording of this Conservation Easement Deed in the Official Records of Yolo County, California, and may re-record it any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

m. Incorporation of Recitals. The recitals set forth at the beginning of this Conservation Easement, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Conservation Easement as if set forth in full.

IN WITNESS WHEREOF, the parties have executed this Conservation Easement Deed as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGES

GRANTOR:

CITY OF WOODLAND, CALIFORNIA

a general law city

By: _____

notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature)

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed dated _____, 2016, City of Woodland to the Yolo Habitat Conservancy, is hereby accepted on the terms and conditions set forth in the Conservation Easement Deed by the undersigned officer on behalf of the Yolo Habitat Conservancy (Grantee).

GRANTEE:

YOLO HABITAT CONSERVANCY
A California Joint Powers Agency

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Draft v 110716
CONSERVATION EASEMENT
Page 26 of 28

(Signature)

(Seal)

DRAFT

Exhibit A (Legal Description) Attached

Exhibit B (Development Areas) Attached

Exhibit C (Floating Temporary Disturbance Envelope) Attached

Exhibit D(Prior Encumbrances) Attached

DRAFT

Woodland Regional Park:

Science and Nature at the Urban Edge

...Draft...

"It's a principle of human nature that you care for what you know and what you love. Learning about climate change just by studying it on the Internet or reading about it in books is one thing, but to come to know and love the natural world firsthand from an early age just gives you a different kind of motivation [for preserving it]."

-Martha Erickson, PhD., Co-founder, Children and Nature Network

The City of Woodland, Explorit Science Center and Tuleyome have joined together with the support of Conaway Preservation Group and many educational and non-profit partners to create a new regional science and nature education center. The center will be located on a 2.5-acre site within the 160-acre Woodland Regional Park, located just east of Road 102 and south of Road 25 in Woodland. The science and nature center will bring outdoor experiences and science education into the daily lives of people in the local and regional community.

Experiencing the wonder of the outdoors can inspire people to learn more about their environment in all of its beauty and complexity. Armed with scientific knowledge about our environment, people of all ages will be empowered to protect our natural heritage and create healthier environments for themselves and for all the forms of life on which we depend.

Woodland Regional Park Science and Nature Center will address the national need for science education and access to nature close to home.

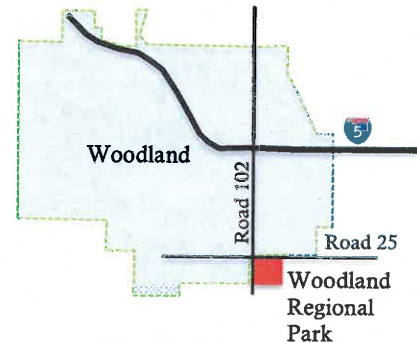


The Woodland Regional Park Science and Nature Center will bring together the diverse communities in our county and beyond—people of all ages, backgrounds and cultures.

Science and Nature Education Close to Home

The Center is envisioned as a combined 'field and lab site' for K-12 and community college programs that support and build on 'common core', agriculture, science, technology, and the Next Generation Science Standards. The Center will also support informal education and recreation programs for people of all ages such as those that Explorit Science Center has successfully provided in our region for over 30 years.

The Woodland Regional Park Science and Nature Center will provide engaging and meaningful hands-on experiences that families can share. The location and the programs will respond to the many demands and busy schedules of both adults and children. Through shared experiences in nature and science exploration, we hope to contribute to the strength of family and community life in our region.



Goals

- Protect and enhance existing habitat and promote understanding of the interdependence of agriculture, conservation and the environment.
- Complement and strengthen formal and informal science education.
- Expose young people to career pathways.
- Provide a community-wide resource to enhance the social and cultural life and promote opportunities for education, conservation and life long learning.

How will the Park and Science Center be managed?



The City of Woodland owns and operates the Regional Park lands. Explorit will manage the Science and Nature Center operations and coordinate educational programs.

The Center will act as a hub for non-profits, schools and colleges to collaborate on formal and informal education programs. Educational partners will offer on-site and traveling programs, special science camps, formal classes and informal programs for all ages and abilities.

The Need for Science and Nature Education

In the 21st Century, environmental challenges and technology-related issues are having an increasing impact on daily life around the globe. Those who rise to the challenge by investing in science and nature education will lead change in their local and global economies.

The need to better understand human interactions with the natural world and better prepare people of all ages for an increasingly science and technology-driven society is clear. But the gap in our country's and our state's response to this need is equally clear. How serious is this gap?

"Singapore, Hong Kong, Korea, Chinese Taipei, and Japan continue outperforming all participating countries in mathematics at the fourth and eighth grades, maintaining a 20-year edge according to results released November 29, 2016 from TIMSS, the longest running, large scale international assessment of mathematics and science education in the world."¹

Meanwhile, America faces a crisis in science literacy and education. The United States ranks in a lower tier, above global average but not gaining on the leaders. And California 4th graders ranked just two spots from the bottom of the list among US states in the latest science results from the 2015 National Assessment of Education Progress, otherwise known as the "Nation's Report Card".²

Balancing conservation, agriculture and community



building requires a basic understanding of scientific knowledge to make informed decisions. Our children need an excellent foundation in science education to gain access to rewarding careers that will help shape our planet in positive ways. Importantly, taking responsibility for personal health also benefits from a basic understanding of the way our minds and bodies work.

Our region is growing dramatically. In May 2016, the Los Angeles Times reported Yolo County as the second fastest growing county in California.³ And the Sacramento Region Blueprint Project estimates there will be 1.7 million more people in the Sacramento Region by 2050 than there were in 2000. To keep pace with regional growth and a changing world, regional science education resources must expand.

One of the best ways to engender interest and understanding of science in Yolo County is through first-hand experiences that are linked to our natural surroundings and to the vibrant agricultural and farm-based enterprises in our region. The Woodland Regional Park Science and Nature Center project provides the perfect synergy to promote and sustain these connections.

1 <http://www.bc.edu/bc-web/bcnews/nation-world-society/education/timss-report.html>

2 https://nationsreportcard.gov/science_2015/#state/acl?grade=4

3 <http://www.latimes.com/local/lanow/la-me-ln-california-suburbs-growing-fast-as-many-priced-out-of-cities-data-shows-20160502-story.html>

The Woodland Regional Park Site

The 160-acre Woodland Regional Park has diverse characteristics including rolling topography, habitat for rare and endangered plants and animals, seasonal wetlands and a pond area.

The City of Woodland is working with the Yolo Habitat Conservancy to permanently protect endangered and threatened species habitat on the property. A Special Status Plant Survey prepared by the University of California, Davis for Plant Diversity found that the Woodland Regional Park site contains remnants of 'valley sink' and vernal pool vegetation that was once widespread in the Woodland/Davis region. This remnant vegetation provides habitat for special status and state listed plants. The Park will also include a conservation easement to protect Swainson's hawk foraging habitat.

The northeast portion of the site was excavated as a landfill site in the late 1980's and early 1990's. The landfill was capped and now provides rolling

topography suitable for a hiking, biking and cross-country running trail through grassland habitat with 360 degree views of the Sierra Nevada, Snow Mountain, Mt. Diablo and the Sutter Buttes.

The southern portion of the site includes a former borrow pit, a large rectangular drainage basin that the city may use for storm water overflow. A high water table presents the potential to develop seasonal and permanent wetlands and to enhance the existing riparian forest of black willow along the pond area. This area could add diverse habitat on the site and serve as a valuable resource for educational activity.

The Woodland Regional Park site is located adjacent to other lands that are protected by conservation easements and near agricultural land that is actively managed to benefit wildlife. And the Park is ideally located to serve as a launch pad for visits to other natural areas throughout the County



The Science and Nature Center Facility

The centerpiece of the Woodland Regional Park will be a 2.5-acre Science and Nature Education Center, where indoor and outdoor spaces will be dedicated to learning and exploration. An orientation area will welcome visitors to a lively center that combines formal labs and classrooms with opportunities for informal and self-guided learning.

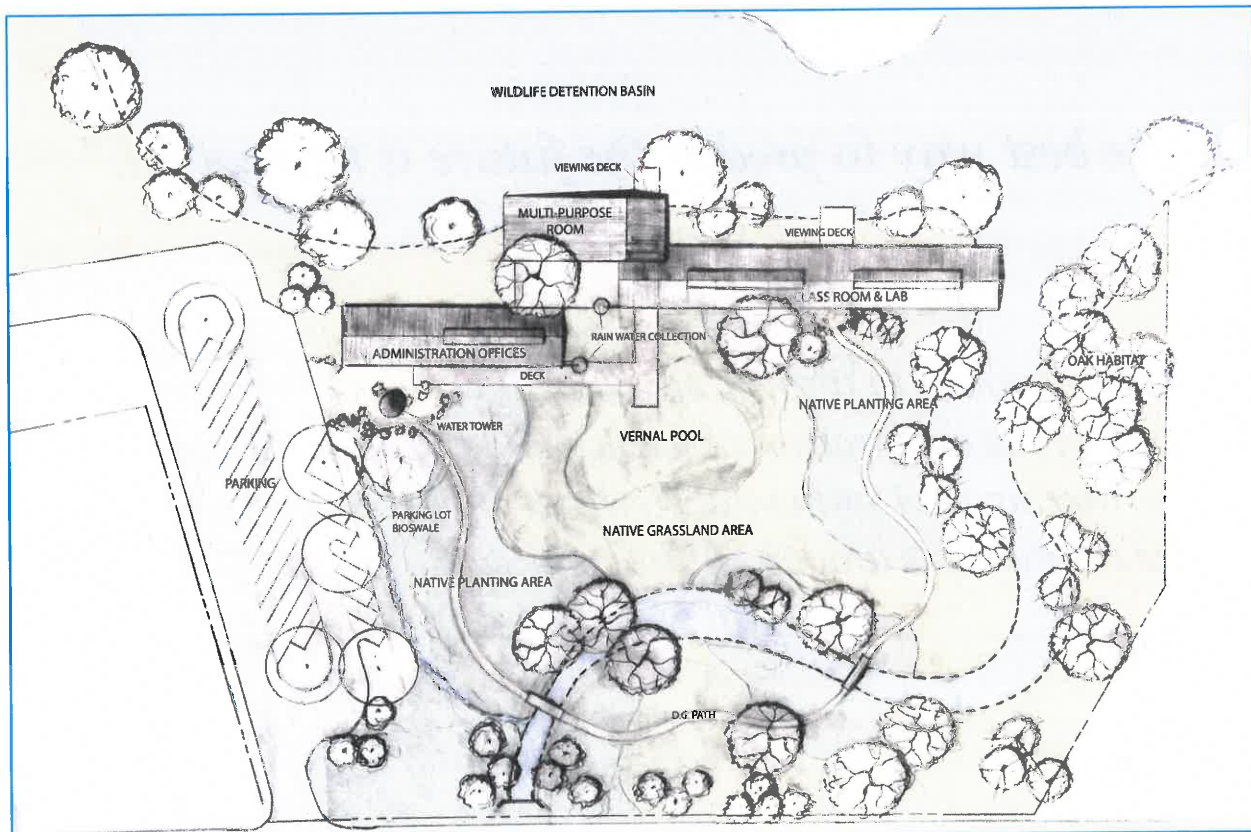
A teaching lab will accommodate 30-40 students to benefit community college, high school and other educational programs. An adjacent flexible teaching space provides an important resource for science education, linking on-site fieldwork with on-site lab analysis.

The Center will also include a large multi-use space for lectures, workshops, meetings, banquets and

community gatherings up to 200 people, with a kitchen to service small and large events. Large covered outdoor space will serve as an outdoor classroom, theater and activity area with views across the site. Strong connections between this space and the large, indoor multi-use space will encourage flow of activities between indoors and outdoors.

Collaborative work space will bring together staff, volunteers and visiting scientists from partner non-profits to promote education and conservation.

The center will be accessible to visitors of all abilities, located adjacent to seasonal wetlands. The design of the center will celebrate strong connections between indoor and outdoor space.



Why it Matters...

Participation in civic life is vital in our democracy—that includes making informed decisions in a world that is increasingly shaped by science and technology—decisions that affect our personal health, our communities and the environment.

Experiences at the Woodland Regional Park Science and Nature Center will better equip people in our community to make wise resource decisions and better prepare our young people for careers in agriculture, the environment and the sciences.

With the development of the Park and Center, there will be a new opportunity to enjoy the outdoors, participate in recreational activities and gather as a community.



"The best way to predict the future is to create it."

--Peter Drucker

Our mission is to inspire, educate and involve people of all ages in the exploration of science and the outdoors and in furthering environmental stewardship by understanding the connections among culture, agriculture, water and the natural world. (draft)

For more information please contact Jenifer Segar, Project Director, at jsegar@tuleyome.org

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH EXPLORIT SCIENCE CENTER, A
CALIFORNIA NON PROFIT CORPORATION FOR THE
IMPROVEMENT AND LEASE OF A PORTION OF
THE WOODLAND REGIONAL PARK SITE**

WHEREAS, the City of Woodland (“City”) is the owner of certain property located at 20179 County Road 102 in the City of Woodland, County of Yolo, State of California (the “Property”), which Property is known as the Woodland Regional Park; and

WHEREAS, the City wishes to lease an approximately 2.5-acre portion of the Property to Explorit Science Center, (Explorit) a California Non Profit Corporation, and Explorit wishes to lease a portion of the Property; and

WHEREAS, the Property has been unoccupied since 2011 and the City is considering recording a habitat conservation easement on the Property that will allow for use of the property for recreational open space purposes, including the development of facilities for environmental education center, and

WHEREAS, a draft Master Plan for the Woodland Regional Park has been prepared to delineate areas of the site for various recreational and educational uses consistent with the habitat values of the Property; and

WHEREAS, the planned improvements to the site will allow the Property to be better utilized in a manner that benefits and serves the needs of the community while improving the habitat value of the Property; and

WHEREAS, and the improvement and use of the Property by Explorit for environmental education programming is consistent with the City’s 2035 General Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval of Disposition and Development Agreement. The City Council hereby authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, a lease agreement with Explorit Science Center for the improvement and use of the Woodland Regional Park (20179 County Road 102) consistent with the terms outlined in the July 6, 2017 City Council staff report approving this Resolution.

[Continued on next page]

APPROVED AND ADOPTED THIS 6th day of July, 2017.

Angel Barajas, Mayor
City of Woodland

ATTEST:

Ana Gonzalez, City Clerk
City of Woodland



City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Text

10.

File #: 17-0560, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 6, 2017

SUBJECT: Sanctuary City

Council Members will have a discussion regarding Sanctuary City.

Ken Hiatt, Assistant City Manager