City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, April 17, 2018 | 6:00 PM | Council Chambers

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.

1. Long Range Calendar

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

F. PRESENTATIONS

2. Proclaim April 2018 as "Child Abuse Prevention Month"

   Staff recommends that the City Council proclaim the month of April 2017 as "Child Abuse Prevention Month".

G. CONSENT CALENDAR

3. Approve Lease Agreement with Rafael Saldana to Farm and Maintain the WPCF North Pond 9, Portion of APN 027-390-037

   Staff recommends that the City Council adopt Resolution No. _____, approving a lease agreement with Rafael Saldana to farm and maintain the WPCF North Pond 9 site in a portion of APN 27-390-037.

4. Approve Application for State Revolving Fund Financing of the Spring Lake

Recycled Water Project and Resolutions in Support of Application

Staff recommends that the City Council approve the application for State Revolving Fund (SRF) financing of the Spring Lake Recycled Water Project and the following resolutions:

1. Resolution No. _____, authorizing City Manager to be the "Authorized Representative" or designee to sign and file, for and on behalf of the City of Woodland, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Woodland Spring Lake Recycled Water Project (the "Project"); and

2. Resolution No. _____, for Reimbursement of the SRF Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds; and

3. Resolution No. _____, for the City of Woodland to dedicate and pledge Water Enterprise funds (Fund 210) to payment of any and all Clean Water State Revolving Fund Program financing for the Spring Lake Recycled Water Project.

5. Approve Consultant Agreement for Construction Management and Inspection Services for Improvements Associated with Oyang North Subdivision

   Staff recommends that the City Council adopt Resolution No. _____, approving consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of $194,496.00 for the Oyang North Subdivision Improvements; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

6. Community Services Department Quarterly Status Report for the period of January though March 2018

   Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

7. IT Network Switch Replacement 2018

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of 16 Cisco network switch equipment through a Purchase Order with DynTek in the amount not to exceed $106,156.61.

H. REPORTS OF THE CITY MANAGER

8. Accept Report from Valley Clean Energy Alliance (VCE) Related to Procurement of Power Supply and Rates and Adopt Resolution to Approve Subordination Agreement with River City Bank

   Staff recommends that the City Council 1) receive and accept a report from the Valley Clean Energy Alliance (VCE) related to procurement of power supply and rates; 2) approve the subordination agreement with River City Bank; and 3) adopt Resolution No. _____, authorizing the Mayor to execute a subordination agreement with River City Bank which subordinates the City loan to Valley Clean Energy Alliance to the River City Bank Line of Credit given to Valley Clean Energy Alliance.

9. Amend the FY 18/19 Capital Budget to appropriate funds to the 2020 Road Rehabilitation Project, CIP 19-05

   Staff recommends that the City Council adopt Resolution No. _____, amending the FY 18/19 Capital Budget to appropriate Road Maintenance and Rehabilitation

Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

I. 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 April 17, 2018 was posted on April 13, 2018 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.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 17, 2018
ITEM #: 1.
SUBJECT: Long Range Calendar

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

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

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

Prepared By: Jennifer Robinson, Secretary to the City Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	4/13/2018	Backup Material

UPDATED COUNCIL LONG RANGE CALENDAR

MAY 1st **REGULAR MEETING**

Woman of the Year – Presentation
Vector / Mosquito Abatement Presentation
Spring Lake Mutual Housing Presentation
Big Day of Giving Proclamation
Fire Marshal Job Description
Coagulants for WPCF
WPD Body-Worn Cameras – Motorola Service Agreement
Considerations of Position on Statewide Ballot Measures
General Plan (Clean-up Language)
Interim Zoning Update (1st Reading)
Interim Zoning Urgency Ordinance – Public Hearing
Final Acceptance and Notice of Completion for ASR Wells #29 and #30 Project, CIP 15-02
Approve Final Map 5120 Calwest 3 & 4

MAY 15th **REGULAR MEETING**

Public Works Week Proclamation
Sewer Rate Study Consultant Contract
Presentation – FY2018/19 Proposed Budget
Measures E and F Spending Plan
Fire Department – Proposed Fee Update
Shopping Cart Ordinance – 1st reading

JUNE 5th **REGULAR MEETING**

Ag Mitigation Ordinance (1st Reading)
Non-Conforming Use Zoning Update
Unidos – Community Outreach Program
2nd Reading of Shopping Cart Ordinance

FUTURE TOPICS / STUDY SESSIONS (TBD):

MAY or JUNE STUDY SESSION (Date TBD)

Housing / Homelesss Discussion
Development Impact Fees
Public Safety Discussion

SUMMER RECESS – JULY 18 – AUGUST 20

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	April 17, 2018
ITEM #:	2.
SUBJECT:	Proclaim April 2018 as "Child Abuse Prevention Month"

Recommendation for Action:
Staff recommends that the City Council proclaim the month of April 2017 as "Child Abuse Prevention Month".

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

Background:
Council is asked to show their support for Child Abuse Prevention Month via issuance of a proclamation.

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Child Abuse Prevention Month Proclamation	4/13/2018	Backup Material

CITY OF WOODLAND
Child Abuse Prevention Month Resolution
April 2018

WHEREAS, child abuse and neglect continue to pose serious threats to our nation's children; and

WHEREAS, Adverse Childhood Experiences (ACEs), such as physical, emotional, and sexual child abuse, neglect, and parental stress or illness, can have short- and long-term outcomes, including a multitude of health and social problems; and effective early intervention and prevention efforts are less costly than trying to fix the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, there were 676,000 victims of substantiated abuse and neglect in the United States in 2016; and 241,955 reports were referred for Child Welfare Systems investigations in 2017 in California, of which 73,664 children had allegations that were substantiated; and

WHEREAS, the Yolo County Health and Human Services Agency, CWS, received 2,371 reports of suspected child abuse and/or neglect in 2015, of which 1,271 were referred for a CWS investigation and 377 were substantiated; and

WHEREAS, Yolo County had 384 children in CWS supervised placements at the conclusion of 2017; and

WHEREAS, in 2017 in Yolo County a monthly average of 117 children continued living with their families while the families received ongoing support services and supervision through the Family Maintenance program, and 137 children received Family Reunification services aimed at returning them to their homes of origin; and

WHEREAS, preventing child abuse and neglect is a community issue, and we all have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults;

WHEREAS, the people of Yolo County are encouraged to strengthen families and support child abuse prevention activities in their communities, specifically through the Yolo County Children's Alliance and Child Abuse Prevention Council's (YCCA) annual child abuse prevention campaign which this year is called *Weathering the Storms*, promoting healthy expressions of emotions for parents and children; and

WHEREAS, the Child Abuse Prevention Council (CAPC) of Yolo County, a YCCA program, coordinates the community's efforts to prevent and respond to child abuse and neglect and has members from CWS, the criminal justice system, prevention and treatment services, and the larger community; and

WHEREAS, in Yolo County over 20 agencies and community organizations are collaborating in their efforts to prevent child abuse and neglect through the YCCA Yolo Family Strengthening Network; and

WHEREAS, providing community-based prevention services can strengthen families and reduce the likelihood of child abuse and neglect. YCCA family strengthening programs include evidence-based home visiting, Family Resource Centers, safety net services, parenting classes and education, developmental screening, subsidized child care, and VITA, which brings money back into the hands of families.

THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby declares the month of April 2018 to be "Child Abuse Prevention Month" in Yolo County.

Dated: April 17, 2018

____
Enrique Fernandez, Mayor

Angel Barajas, Council Member

Marlin "Skip" Davies, Council Member

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	April 17, 2018
ITEM #:	3.
SUBJECT:	Approve Lease Agreement with Rafael Saldana to Farm and Maintain the WPCF North Pond 9, Portion of APN 027-390-037

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, approving a lease agreement with Rafael Saldana to farm and maintain the WPCF North Pond 9 site in a portion of APN 27-390-037.

Staff Contact:
Tim Busch, Principal Utilities Engineer, (530) 661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:
The WPCF Staff have been maintaining vegetation growth in North Pond 9 at a relatively minor cost to the City. The lease agreement requires the Lessee to farm the property to lower soil moisture content and for weed control, replacing the maintenance conducted by Staff and reducing City expenses. The lease agreement includes rent payment of zero dollars in exchange for maintenance work conducted on behalf of Staff.

There is no impact to the General Fund.

Background:
The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past several decades, a significant quantity of biosolids has been accumulated. The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material.

The former pond system north of the WPCF was initially constructed to provide wastewater treatment but it was not able to consistently meet discharge requirements and were re-purposed for wastewater disposal and sludge stabilization. These northern ponds have been modified and put to other uses including the site for the new Woodland-Davis Regional Water Treatment Facility, a basin that would be part of the City's storm water management system, and an area of stockpiled material. The stockpiled material filled an area previously called "North Pond No. 9". North Pond 9 contains approximately 135,000 cubic yards of old biosolids and clay and is approximately 15 acres.

Staff is evaluating alternatives for the long term disposal of biosolids which may include utilizing North Pond 9 as a reactor to further treat the biosolids. The intent is to develop a long term disposal plan to allow more unrestricted use of the material and reduce disposal costs.

Part of the evaluation includes documenting the removal of nitrogen from the soil through growing a farmed crop with a known nitrogen removal rate.

Discussion:
WPCF staff have been maintaining the weed growth on the property and the lease agreement would transfer that work to the Lessee in exchange for allowing the Lessee to farm the property. The Lessee, Rafael Saldana, has leased City property in the recent past for farming City property and reducing City maintenance workload.

The effort this year is to document the effectiveness of nitrogen removal through farming a crop and to assist with development of a long term biosolids handling solution.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a lease agreement with Rafael Saldana to farm and maintain the WPCF North Pond 9 site in a portion of APN 27-390-037.

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/4/2018	Resolution
Location Map	4/4/2018	Map
Lease Agreement	4/4/2018	Agreement

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A LEASE AGREEMENT WITH RAFAEL SALDANA FOR A PORTION OF NORTH POND 9, APN 027-390-037

WHEREAS, the City of Woodland owns and maintains the 15-acre North Pond 9, which is a portion of APN 027-390-037; and

WHEREAS, the City of Woodland wishes to lease the North Pond 9 property for farming an annual crop; and

WHEREAS, the City of Woodland wishes to enter into a lease agreement with Rafael Saldana, and the City Council wishes to authorize its execution through adoption of this resolution; and

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

Section 1. The City Council hereby approves the lease agreement with Rafael Saldana for the 15-acre North Pond 9 property, which is a portion of APN 027-390-037. The City Manager is hereby authorized and directed to execute the agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. Copies of the lease agreement are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 17th day of April 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

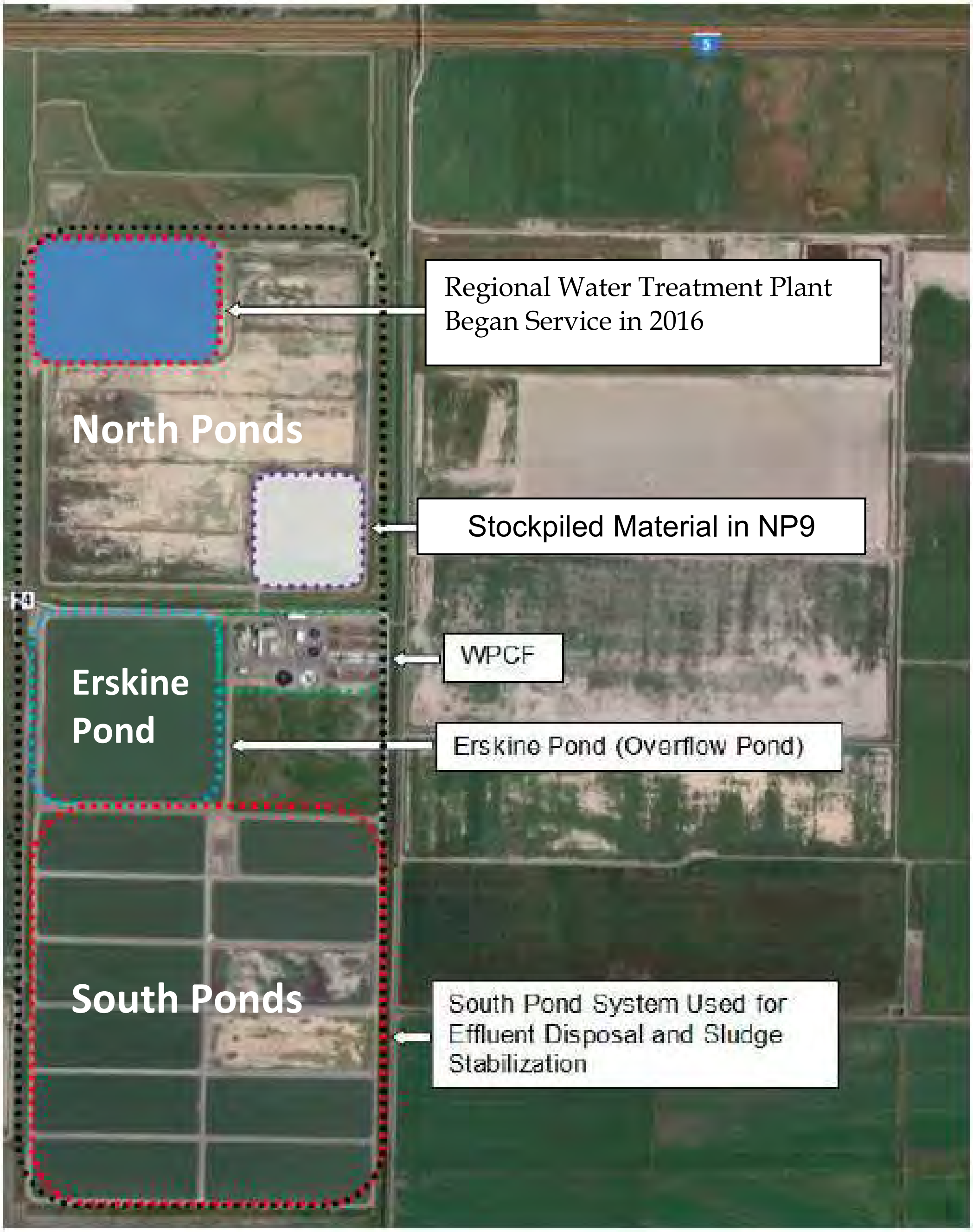


Figure 1-1
Woodland WPCF and Pond Layout

CITY OF WOODLAND
LEASE AGREEMENT
WITH RAFAEL SALDANA

1. Parties and Date.

This Lease Agreement ("Lease") is made as of March __, 2018 by and between the City of Woodland, a municipal corporation ("City") and Rafael Saldana, a farmer ("Lessee"). City and Lessee are sometimes referred to collectively as the "Parties" or individually as a "Party."

2. Recitals.

2.1 Description of Leased Land. The City is the record owner of a piece of property generally located North of the City Water Pollution Control Facility, City of Woodland, in a portion of Assessor's Parcel Number 027-390-037, described as North Pond #9 in the attached Exhibit "A" incorporated by this reference ("City Property"). As set forth in this Lease, Lessee desires to lease a portion of the City Property as more particularly depicted in Exhibit "A" ("Leased Land").

2.2 Purpose of Lease. City and Lessee desires to enter into this Lease in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by Parties and further described and set forth in this Lease.

3. Terms.

3.1 Leased Land. City hereby leases to Lessee the Leased Land on the terms and conditions contained in this Lease. The grant of this Lease shall not relieve Lessee from the requirement to obtain, at its expense, any land use permits or other approvals for Lessee's use of the Leased Land.

3.2 Use. Subject to the terms and conditions of this Lease, Lessee may use the Leased Land solely for farming and related purposes including leveling it; disking it; planting it; cultivating, fertilizing, irrigating and harvesting crops on it; removing weeds and other growth from it; and laying temporary water lines for the irrigation of crops on it. Prior to any application of fertilizer Lessee shall submit fertilizer information to the City for approval.

3.3 Term.

3.3.1 The initial term of this Lease shall be for five (5) years, commencing on the Effective Date, as defined below ("Initial Term").

3.3.2 In their sole and absolute discretion, City and Lessee may agree to extend the term of this Lease for additional one (1) year terms (each an "Additional Term"). In the event City and Lessee wish to extend the Lease for any Additional Term, they shall both provide written notice to the other Party of their desire to do so.

3.4 Rent. The City desires that the property "North Pond #9 be farmed to lower the soil moisture and for weed control to facilitate biosolids management. The Lessee has agreed to do this and have the harvested crop off of the property by July 31 of any year. The property will be disked after biosolids practices have been completed in November. Lessee shall pay to the City annual rental payments of Zero Dollars per farmed acre ($0.00 per acre) ("Rent"). Annual rental payments for the Initial Term shall be due within thirty (30) days of the Effective Date and annually on each anniversary of the Effective Date. Rent for any Additional Term shall be due thirty (30) days of the commencement of that term. Rental payments shall be sent to the City in the same manner as other notices.

3.5 Termination. This Lease may be terminated by either Party upon the other Party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party or, if such cure cannot be completed within thirty (30) days, the breaching Party's failure to commence such cure within thirty (30) days after its receipt of written notice and failure to diligently prosecute such cure to completion. This lease may be terminated by the City without cause. The City would provide written notice of such termination by March 1st of each year for that calendar year's growing season.

3.6 Improvements. No improvements shall be constructed and/or maintained on the Leased Land or City Property without City's prior written approval, except as otherwise provided herein. The City may grant such approval in its sole and complete discretion.

3.7 Vacating the Property. At the termination of this Lease, Lessee shall quit and surrender possession of the Leased Land and shall return the Leased Land and City Property to their condition as they existed on the Effective Date, excepting any weed or brush removal. Lessee agrees to pay any costs incurred by City if Lessee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by City to compel Lessee to do so. At its option, if Lessee does not restore the Leased Land and City Property as required, City may do so at Lessee's sole cost and expense.

3.8 Maintenance. Lessee shall, at its sole cost and expense, keep the Leased Land free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Leased Land. Lessee shall also not cause trash or other debris to be placed on the Leased Land or City Property. In addition, Lessee shall make any repairs to the Leased Land caused by or incident to Lessee's use of the Leased Land or implementation of this Lease.

3.9 Additional Requirements.

3.9.1 For purposes of this Lease, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control ct, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California

Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.9.2 City makes no warranty or representation whatsoever concerning the Leased Land or City Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Lessee's right to use the Leased Land and City Property is strictly on an "as is" basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.9.3 Except as otherwise specifically permitted under the terms of this Lease, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the City Property or Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in subsection 3.9.1. The storage, use and application of usual and customary agricultural pesticides is excepted from the preceding prohibition of use by Lessee of Hazardous Substances on the Leased Land, so long as Lessee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.9.4 City or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Leased Land and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Leased Land and taking photographs.

3.9.5 Lessee shall, within forty-eight (48) hours of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to City in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Leased Land or City Property. The failure to disclose in a timely manner the release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Lease by City in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances placed by Lessee on, under, about or within the Leased Land or City Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

3.9.6 In the event Hazardous Substances are discovered, Lessee shall disclose to City the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within the Leased Land or City Property by Lessee or its employees or agents, and provide written documentation of its safe and legal disposal.

3.9.7 Breach of any of the covenants, terms, and conditions contained in this Section 3.9 shall give City the authority to either immediately terminate this License or to require the shutdown of Lessee's operations thereon, at the sole discretion of City. In either case, Lessee will continue to be liable under this Lease to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within Leased Land or City Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Leased Land and City Property by Lessee during Lessee's period of use and possession of the Leased Land or City Property. Upon termination of this Lease, Lessee shall, in accordance with all laws, remove from the Leased Land or City Property any equipment or improvements placed on the Leased Land or City Property by Lessee that may be contaminated by Hazardous Substances.

3.9.8 Lessee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Lessee or its agents, contractors or employees on the City Property or Leased Land. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections.

3.10 Risk of Loss. Except as expressly provided in Section 3.11 and without limiting the scope of Section 3.19, Lessee shall bear the sole and complete risk of loss or damage to its agricultural operations and auxiliary equipment while on City Property or the Leased Land. Lessee understands and acknowledges that the primary use of the City Property and the Leased Land is storage of accumulated biosolids and soil from the excavation of the adjacent stormwater pond. The biosolids have been tested and meets class A biosolids requirments and are considered "exceptional" by the Regional Board. The biosolids have also tested well below pollutant limits established under EPA CFR 503.

3.11 Entry by Owner. Lessee shall permit City to enter upon the Leased Land at any time, and City shall be liable for any damage to Lessee's personal property in the course thereof, but only to the extent that damage was caused by the negligence of City or its personnel. Pursuant to section 3.10, damage to Lessee's personal property from flooding and/or stormwater retention shall not be deemed to be due to the City's negligence regardless of its cause.

3.12 Subordinate Rights.

3.12.1 This Lease is subject and subordinate to the prior and future rights and obligations of City, its successors and assigns, to use the City Property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto City, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along City Property, and in connection therewith, the right to grant and convey to others, rights and interests to City Property.

3.12.2 This Lease is subject to all leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which may affect the Leased Land now or hereafter.

3.12.3 Lessee further acknowledges that the City may grant licenses to community groups and others permitting recreational uses of the Leased Land, provided that these uses do not unreasonable interfere with Lessee's agricultural operations on the Leased Land.

3.13 Assignment or Subletting. Lessee shall not assign or sublease this Lease without the prior express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code, as they may be amended.

3.14 Taxes. The possessory property interest created by this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Lessee is required to pay any such tax directly to the appropriate taxing authority.

3.15 Mechanic's Liens. Lessee shall keep the Leased Land and the City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to the City.

3.16 Waiver. The waiver by City or Lessee of any breach of any term, covenant, condition or provision contained herein ("Terms"), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms contained herein.

3.17 Attorneys' Fees. The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' and/or consultants' fees.

3.18 Insurance.

3.18.1 Types; Amounts. Lease shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by City

("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit.

(i) *General Liability Insurance.* Lessee shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

(ii) *"All Risk" Property Insurance.* Lessee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Leased Land, with limits equal to the value of all such improvements or alterations.

3.18.2 General Provisions. The general liability insurance policy shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Lessee's defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Lessee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

3.18.3 Certificates; Insurer Rating; Cancellation Notice. On the Effective Date, Lessee shall furnish to City properly executed certificates of insurance which evidence all Required Insurance. Lessee shall maintain the Required Insurance at all times while this Lease is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to City. Unless approved in writing by City, Lessee shall place the Required Insurance with insurers Leased to do business in the State of California and with a current A.M. Best rating of at least A-.

3.18.4 Waiver of Subrogation. City and Lessee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any person or the Leased Land caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. City and Lessee shall cause each insurance policy obtained by them to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

3.19 Indemnity. Lessee hereby agrees to defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of Lessee, its agents or employees in performance of this Lease or use of the Leased Land or the City Property. Lessee shall defend, with counsel elected by City, at Lessee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against City, its directors, officials, officers, agents or employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees. Lessee shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Lease or the indemnity herein provided. Lessee's obligation shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees. In no event shall Lessee's be obligated to indemnify, defend and/or hold City harmless for claims to the extent such claims are caused by City's negligence or willful misconduct.

3.20 Amendments. The provisions of this Lease may be amended only by mutual written consent of the Parties.

3.21 No Relocation Assistance. Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Lease.

3.22 Time. Time is of the essence of this Lease.

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

Lessee:

Rafael Saldana

34209 Road 23 A

Woodland, CA 95695

City:

City of Woodland

300 First Street

Woodland, California 95695

Attn: Paul Navazio, City Manager

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

3.24 Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

3.25 Invalidity. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

3.26 Successors and Assigns. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

3.27 Governing Law and Venue. This Lease shall be governed by the laws of the State of California. Any action to interpret or enforce this Lease shall be brought and maintained exclusively in the courts of and for Yolo County, California.

3.28 Execution of Lease. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

3.29 Survival. All obligations of Lessee hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation all obligations concerning the condition of the Leased Land and the City Property.

3.30 Authority to Enter Agreement. Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Lease. Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease and bind each respective party.

3.31 Discrimination. Lessee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the premises, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of the Leased Land.

[Signature page follows]

The effective date of this Lease Agreement is the date of execution by the last party to sign (the "Effective Date").

City Of Woodland	**LESSEE**
By: ____________________________	By: ____________________________
Paul Navazio	Rafael Saldana
City Manager	

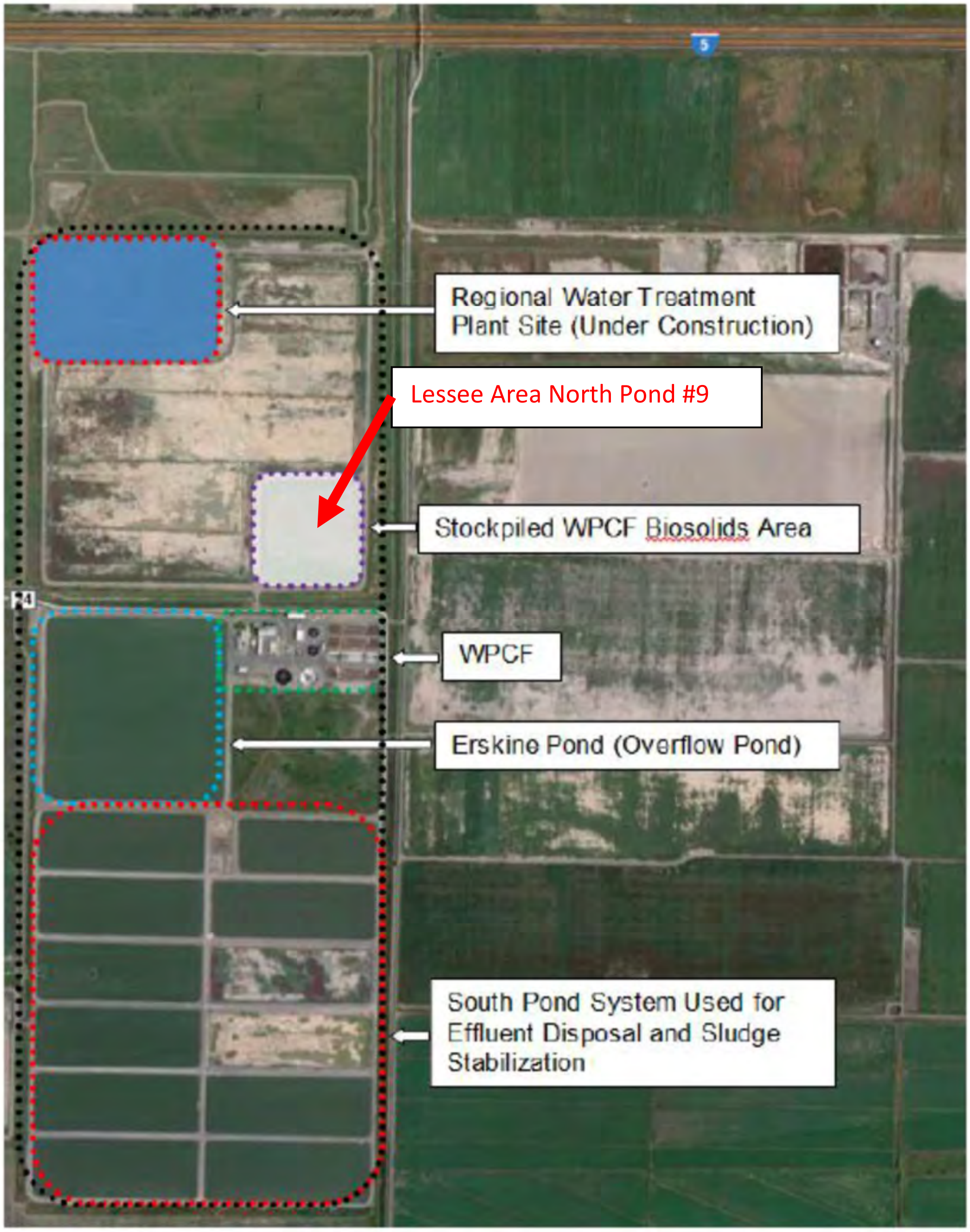
ATTEST:

____
Ana B. Gonzalez, City Clerk

Exhibit "A"

Description and Site Map of Leased Land

The South East Quarter Section Thirty five in Township Ten North Range Two East Mount Diablo Base and Meridian and containing about 11 acres. Please refer to site map for actual area. Farmable acreage is approximately 11 acres plus or minus.


Regional Water Treatment
Plant Site (Under Construction)
Lessee Area North Pond #9
Stockpiled WPCF Biosolids Area
WPCF
Erskine Pond (Overflow Pond)
South Pond System Used for
Effluent Disposal and Sludge
Stabilization

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	April 17, 2018
ITEM #:	4.
SUBJECT:	Approve Application for State Revolving Fund Financing of the Spring Lake Recycled Water Project and Resolutions in Support of Application

Recommendation for Action:
Staff recommends that the City Council approve the application for State Revolving Fund (SRF) financing of the Spring Lake Recycled Water Project and the following resolutions:

1. Resolution No. _____, authorizing City Manager to be the "Authorized Representative" or designee to sign and file, for and on behalf of the City of Woodland, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Woodland Spring Lake Recycled Water Project (the "Project"); and

2. Resolution No. _____, for Reimbursement of the SRF Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds; and

3. Resolution No. _____, for the City of Woodland to dedicate and pledge Water Enterprise funds (Fund 210) to payment of any and all Clean Water State Revolving Fund Program financing for the Spring Lake Recycled Water Project.

Staff Contact:
Tim Busch, Principal Utilities Engineer, (530) 661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:
This project is included in the Capital Budget (Project # 17-07) with $100,000 approved by Council on June 20, 2017 for planning and permitting costs. The overall project cost is estimated at $2,300,000 through construction of the project. The State Water Resources Control Board (SWRCB) SRF application is for the overall estimated project cost and includes options for both grant and loan financing. The final SRF package could include both a low interest loan and grant at approximately 50% each of the total project cost. A Council action to formally approve the SRF package will occur at a later date and may include the grant only portion or the full grant and loan package. The recycled water SRF loan program offers loans at approximately 1.9% interest for 30 years.

Utilizing a SRF loan to finance the project would provide funding for the design and construction of the Recycled Water Phase II Project – Spring Lake Recycled Water Project. Staff is developing the recycled water rates and anticipates contracting for the delivery of recycled water to the landscape irrigation users. The goal of obtaining SRF financing is to provide for the cash-flow needs of the City of Woodland's capital construction costs for the identified Project while minimizing existing and future financing costs.

The water rate study adopted and implemented effective March 2017 did not anticipate any future debt incurred by the water fund. In the event that any SRF funding package offered to the City includes a loan component, the City may choose not to execute the agreement if funding cannot be found within the existing approved baseline budget used to calculate the rates.

Submitting the Financial Assistance Application does not financially obligate the City to any costs at this time.

Background:
The City of Woodland's WPCF currently produces Title 22 tertiary treated effluent which is suitable for use for a wide variety of uses including commercial processes, landscape irrigation, and park irrigation. Several commercial and irrigation water customers have expressed interest in recycled water as a means to reduce costs. Utilizing recycled water for certain commercial and irrigation uses matches water quality to the best use of that water and reduces demands on the potable water system. The State of California is advocating for the use of recycled water and the SWRCB is working to provide grants and low interest financing.

The Spring Lake Recycled Water Project envisions providing recycled water to commercial and landscape irrigation uses. The project includes installing a 100,000-gallon above ground bolted steel water storage tank and extending the reach of the recycled water mains into the Spring Lake area. The pipeline extension is approximately 5,000 feet in length and will include connections to commercial customers and landscape irrigation along the alignment. Future project extensions would expand recycled water availability within the area and including the Research and Technology Park (SP-1A) and the Sports Park.

Project Delivery

The current Spring Lake Recycled Water Project schedule contemplates:

- SRF application, Spring 2018
- Project design and permitting, July-December 2018
- Industrial Park Recycled Water Project Contract Award, February 2019
- Industrial Park Recycled Water Project construction April – October 2019

Discussion:
The Spring Lake Recycled Water Project will improve potable water supply sustainability and drought resilience by reducing demands on the potable water system. The availability of recycled water to the Spring Lake area allows for the use of water to best match the water quality with the best use of that water and could also be an economic development tool for new businesses. Staff has required some of the Spring Lake developers to provide recycled water lines along portions of the alignment. In exchange for requiring these improvements, the City has allowed these portions of recycled water line to be reimbursable under the Spring Lake Infrastructure Fee Program. The irrigation systems for both Spring Lake Park and Rick Gonzales Park have been installed with purple pipe, valve box covers, and sprinkler heads and both parks are ready to accept recycled water when it is available.

Staff is developing the rate structure for recycled water to be contracted to water users in the Spring Lake Area. Each recycled water use area is planned for a separate rate structure to recover the project costs. The initial recycled water project serves water under contracts. Therefore, it is not feasible to adjust rates in the initial service area to accommodate this project. The anticipation is that recycled water will be slightly less expensive than potable water in the initial years and include payment to the WPCF for water treatment, O&M of the recycled water distribution system, and repayment of the loan. Over time, recycled water costs are expected to reduce to well below the potable rate as use is expanded.

The SRF loan process requires that the City Council commit to authorization and payment of the SRF funding and administration needs through a Council Action.

Conclusion:
Staff recommends that the City Council approve the application for State Revolving Fund (SRF) financing of the Spring Lake Recycled Water Project and the following resolutions:

1. Resolution No. _____, authorizing City Manager to be the "Authorized Representative" or designee to sign and file, for and on behalf of the City of Woodland, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Woodland Spring Lake Recycled Water Project (the "Project"); and

2. Resolution No. _____, for Reimbursement of the SRF Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds; and

3. Resolution No. _____, for the City of Woodland to dedicate and pledge Water Enterprise funds (Fund 210) to payment of any and all Clean Water State Revolving Fund Program financing for the Spring Lake Recycled Water Project.

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution F3-Reimbursement to SRF	4/9/2018	Resolution
Resolution F4-Authorized Representative	4/9/2018	Resolution
Resolution F6-Pledged Revenues	4/9/2018	Resolution
Locaton Map	4/10/2018	Map

RESOLUTION NO. ________
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ESTABLISHING OFFICIAL INTENT RELATING TO QUALIFICATION FOR REIMBURSEMENT OF COSTS FOR THE PLANNING, DESIGN AND CONSTRUCTION OF SPRING LAKE RECYCLED WATER PROJECT IMPROVEMENTS

WHEREAS, the City of Woodland (the "City") desires to finance the costs of the City of Woodland constructing and/or reconstructing certain public facilities and improvements relating to its recycled water system, including certain treatment facilities, pipelines and other infrastructure (the Project); and

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with monies ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds, the City desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the City; and

WHEREAS, the City has determined that those monies to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period, and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is $2,300,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the City will expend monies for the construction portion of the Project costs to be reimbursed with Project Funds.

<u>SECTION 4.</u> Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

<u>SECTION 5.</u> To the best of our knowledge, this City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

<u>SECTION 6.</u> This resolution is adopted as official intent of the City in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

<u>SECTION 7.</u> All the recitals in this Resolution are true and correct and this City so finds, determines and represents.

PASSED AND ADOPTED by the City Council on April 17, 2018 by the following vote:

AYES: _______
NOES: _______
ABSENT: _______
ABSTAIN: _______

APPROVED AS TO FORM:

____________________________	____________________________
Kara Ueda, City Attorney	Enrique Fernandez, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Woodland City Council held on April 17, 2018.

____
Ana Gonzalez, City Clerk

SEAL:

RESOLUTION NO.__________
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD AND EXECUTION OF A FINANCING AGREEMENT FOR FINANCIAL ASSISTANCE UNDER THE STATE REVOLVING FUND FINANCIAL ASSISTANCE PROGRAM FOR THE PLANNING, DESIGN AND CONSTRUCTION OF SPRING LAKE RECYCLED WATER PROJECT IMPROVEMENTS

WHEREAS, the State of California has established a State Revolving Fund (SRF) financial assistance program for providing funding to cities for the planning, design, and construction of their recycled water infrastructure; and

WHEREAS, the City of Woodland ("Entity") desires to participate in the financial assistance program from said SRF to finance the costs of constructing certain public facilities and improvements relating to its recycled water system, including certain treatment facilities, pipelines and other infrastructure;

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

SECTION 1. The CITY MANAGER (the "Authorized Representative"), or his or her designee, is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Spring Lake Recycled Water Project.

SECTION 2. The Authorized Representative, or his or her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The Authorized Representative, or his or her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council April 17, 2018, by the following vote:

AYES: _______
NOES: _______
ABSENT: _______
ABSTAIN: _______

APPROVED AS TO FORM:

____________________________	____________________________
Kara Ueda, City Attorney	Enrique Fernandez, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Woodland City Council held on ______________________.

____
Ana Gonzalez, City Clerk

SEAL:

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PLEDGING REVENUES FOR REPAYMENT OF CLEAN WATER STATE REVOLVING FUND OBLIGATIONS FOR THE SPRING LAKE RECYCLED WATER PROJECT

WHEREAS, the State of California has established a State Revolving Fund (SRF) financial assistance program for providing funding to cities for the planning, design, and construction of their recycled water infrastructure; and

WHEREAS, the City of Woodland ("Entity") desires to participate in the SRF financial assistance program to finance the costs of constructing improvements relating to its recycled water system, including pipelines and other infrastructure; and

WHEREAS, as a condition of receiving financial assistance through the SRF financial assistance program, Entity is required to enter into a financial assistance agreement, which sets forth certain repayment obligations.

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

SECTION 1. The City of Woodland (the "Entity") hereby dedicates and pledges funds from the Water Enterprise Fund – Fund 210 to payment of any and all Clean Water State Revolving Fund financing for the City of Woodland Spring Lake Recycled Water Project (PIN: 39836).

SECTION 2. The Entity commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the Entity has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board.

SECTION 3. So long as the financing agreement(s) are outstanding, the Entity's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary.

SECTION 4. So long as the financing agreement(s) are outstanding, the Entity commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

PASSED AND ADOPTED by the City Council of the City of Woodland on April 17, 2018, by the following vote:

AYES: _______

NOES: _______

ABSENT: _______

ABSTAIN: _______

APPROVED AS TO FORM:

__________________________________ __________________________________

Kara Ueda, City Attorney | Enrique Fernandez, Mayor

ATTEST:

____

Ana Gonzalez, City Clerk

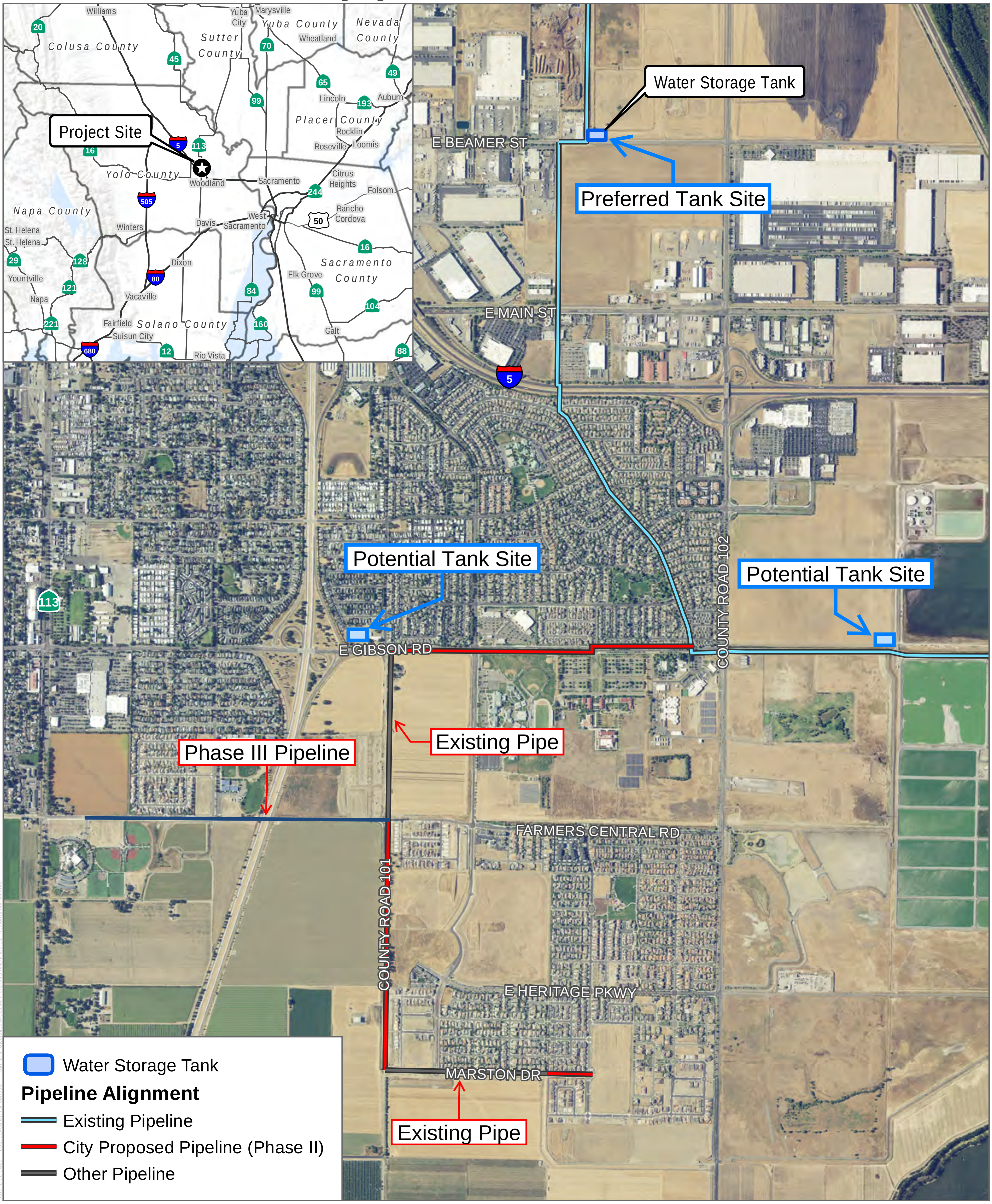
CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Woodland City Council held on ______________________.

Ana Gonzalez, City Clerk

SEAL:

Appendix A



SOURCE: USDA NAIP Imagery (2016); Yolo County GIS (2008)

FIGURE 1
Project Location Map
Woodland Recycled Water Pipeline Project

DUDEK

0 1,000 2,000 Feet

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 17, 2018

ITEM #: 5.

SUBJECT: Approve Consultant Agreement for Construction Management and Inspection Services for Improvements Associated with Oyang North Subdivision

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. ______, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of $194,496.00 for the Oyang North Subdivision Improvements; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

Staff Contact:

Miguel Chavez, Construction Project Manager, (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Oyang North Subdivision Improvements are funded by fees paid by the developer for this purpose.

There is no impact to the general fund.

Background:

On November 15, 2016, the City Council approved the Oyang North Tentative Subdivision Map No. 5091. The improvement plans for Oyang North Subdivision Improvements are complete and construction is ready to begin.

Discussion:

The construction of the Oyang North Subdivision project includes improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute a consultant agreement will provide these construction services.

Associated Engineering Consultants, Inc. (AEC) is currently included on the City's list of firms pre-qualified to provide Construction Management and Inspection Services. After a review of the listed firms and the experience of each providing similar services it was determined that AEC was the most qualified to perform these services for the City at this time.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of $194,496.00 for the Oyang North Subdivision Improvements; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

Prepared By: Miguel Chavez, Construction Project Manager

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2018	Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AGREEMENT WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, On November 15, 2016, City Council approved the Oyang North Tentative Subdivision Map No. 5091; and

WHEREAS, the Oyang North Subdivision Improvement project and associated improvements are ready for construction; and

WHEREAS, the City desires to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

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

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

Section 1. The City Council hereby approves the consultant services agreement and authorizes and directs the City Manager to execute the agreement in the amount of $194,496.00 for the Oyang North Subdivision Improvements and amendments as necessary up to 15%($29,174.00) of the agreement amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. An executed copy of the Agreement will be available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 17th day of April 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 17, 2018

ITEM #: 6.

SUBJECT: Community Services Department Quarterly Status Report for the period of January though March 2018

Recommendation for Action:

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Staff Contact:

Kris Bain, Community Services Program Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Background:

This quarterly status report covers the period of January through March 2018. The report presents a summary of recreation and senior programming, events, affordable housing, the community development block grant entitlement program, parks and recreation facilities operation and maintenance, and urban forestry. This report also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion:

Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

Prepared By: Kris Bain, Community Services Proram Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Community Services Department Quarterly Status Report Quarter 3 FY 2018	4/10/2018	Cover Memo

Community Services Department Quarterly Report: January-March 2018

The following provides a summary of the Community Service Department's programs, activities, and events for January through March 2018. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (ie in most cases three months).*

Quarterly Highlights

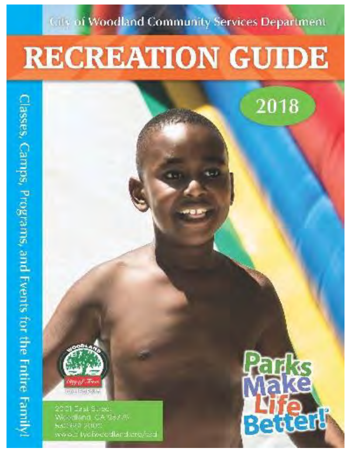
- The Recreation Guide was released and directly mailed to over 3,500 households in Woodland with children up to 16 years old. Recreation Guides were also available at outreach events and at city facilities. The publication advertised upcoming activities and events from February through September.
- During the 6th annual ReXpo over $41,000 in revenue was received in a three hour period and nearly 1,000 attended the event (in comparison to the receipt of about $30,000 in three hours in 2017, and $21,000 in 2016),
- Approximately 3,686 people attended events at the Community & Senior Center during facility rentals.
- Over 300 soccer and baseball teams participated in tournaments at the Woodland Sports Park.
- Over 2,005 people participated in events such as ReXpo, the Bridal Show & Event Faire, the Martin Luther King Jr. Celebration, Teen Night, César Chávez Celebration, and Valentine's Day Cookie Decorating.
- Approximately 21,092 participant hours were recorded for aquatics; and youth, teen and adult recreation classes.
- Approximately 9,736 participant hours were recorded for senior programs and senior events.

Program Marketing

During this reporting period, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Recreation Guide: The Recreation Guide publication was released in mid-February and was mailed to 3,535 households in Woodland with children 0-16 years. Copies of the Recreation Guide are available on the City's webpage, at City facilities, and outreach events.
- School Flyers: One school flyer (Spring 2018) was distributed to WJUSD students to promote spring activities, events, and upcoming summer programs (spring swim lessons, César Chávez Celebration, a teen event, scholarships, and general classes for kids). The flyers are distributed in English and Spanish.
- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.

- Special Events/Rec2Go outreach: Staff attended the monthly Food Truck Mania events in February and March to promote programs using the Rec2Go van. In addition, it attended events throughout the community including an employee wellness fair at Monsanto and activities at Yolano, Empower Yolo, and Plainfield Elementary.
- Senior Newsletter: The "Senior Gram" newsletter was mailed to over 450 households every month. It was also available on the CSD webpage for download.



Spring Summer Recreation Guide
2018

Facilities

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to provide a location for community events and generate revenue for the City of Woodland. In 2011, the City Council adopted a policy to allow some fees to be waived or reduced by 40% for non-profit organizations once every 12-month period if certain requirements are met. The "Facility Rentals with Fees Waived", in the table below, identifies the use of the facility where fees were not charged and the dollar amount that could have been collected (had a fee waiver not been granted). Rentals with all of the fees waived are generally city events/meetings or city sponsored events.

	General Facility Rentals *Includes rentals receiving discounts*	**Facility Rentals** *with Fees Waived*
Number of Rentals	33	14
Approximate Participants	3,011	675
Total Fees	**$21,799**	**$8,678 (waived)**

Tournaments

Tournament rentals are available for the Sports Park Complex. All of the available weekend dates for tournaments (from January to August and November to December) were reserved. (September and October weekends are used for soccer games by local soccer leagues). During the third quarter, the Sports Park was reserved for youth baseball and soccer tournaments. Some tournaments were cancelled due to inclement weather. Fees collected are not necessarily for tournaments held during this reporting period.

Tournament Rentals of Sports Park	
Number of Rentals	13
Number of Teams	300
Total Fees Collected	**$41,490**

Facility Maintenance Projects

Several projects were worked on/completed during this reporting period: scoreboard repair, kitchen drain repair, water filter replacement, lights and ballasts replacement, AC unit repair and filter replacement, bingo machine repair, upgraded projector installation in banquet and meeting rooms, lobby waterfall elements repair, and dehumidifiers maintenance in the boxing gym.

Parks

Parks and urban forestry projects during the third quarter include:

Ferns Park

The restrooms at Ferns Park were in need of restoration. Staff replaced the sheetrock walls with a much sturdier siding material, painted the brick, and replaced the sinks and fixtures.

Woodside Park

With grant funds from the John & Eunice Davidson Fund, staff completed the installation of the workout area on the northeast side of Woodside Park. Staff also installed lighting near the track to make it more inviting during times of low light.

Southland Park

At the March 6, 2018 City Council meeting, the renaming of Southland Park to Gracie Hiddleson Park was approved. Staff is in the process of obtaining bids for new park signs.

New Recreation Facilities at Woodland Sports Park

At the March 6, 2018 City Council meeting, staff provided an update to the City Council on the status of receiving proposals from the user groups that are interested in constructing new recreation facilities at the Woodland Sports Park. Staff is currently awaiting new or revised proposals from the user groups (tennis, skate park, soccer, and girls fastpitch).

Urban Forestry

Master Plan: As part of the CalFire grant, Davey Resource held a series of meetings on January 30 and 31 with urban forest stakeholders to get a better understanding of their urban forestry concerns in the City. The meetings allow them to have a better understanding of the community's opinions on the future of the urban forest within the City. Davey Resource Group will now utilize this information to create the Urban Forest Master Plan. The Master Plan will identify a strategy for the urban forest for a 20-year period.

Tree Plantings: As part of the CalFire grant a tree planting was held on January 27, beginning at Beamer Park. Sixty-nine volunteers planted 108 trees (483 volunteer hours). Volunteers included Councilmembers Angel Barajas and Tom Stallard; Commissioner Valcarenghi; Rotarians; Girl Scouts; and many others. The Woodland Tree Foundation held another grant related tree planting on February 17.

To celebrate Arbor Day, another tree planting was held on March 10, beginning at Beamer Park. This tree planting is also a part of the efforts for the CalFire grant. A total of 105 trees were planted by 76 volunteers (266 volunteer hours). Volunteers included Mayor Pro Tem Xochitl Rodriguez, Councilmember Tom Stallard, Commissioner Valcarenghi, Rotarians, Girl Scouts, PG&E, the Woodland Tree Foundation, and many others.

Events

Event	Event Date	Total Participants	Participant Hours	Fees Collected
Martin Luther King Jr. Celebration	Jan. 15	125	1,250	Free Program
Teen Night*	Jan. 26	30	60	Free Program
Cookie Decorating*	Feb. 9	300	300	Free Program
Bridal Show & Event Faire**	Feb. 24	300	300	Free program $3,775**
ReXpo	Mar. 3	1,000	1,500	Free program $41,985***
César Chávez Celebration	Mar. 27	250	250	Free program
Total		**2,005**	**3,660**	**$45,760**

* Event made possible by Measure J
** The Bridal Show & Event Faire had 58 vendors who attended with over 300 attendees that came to the show. Revenue is from vendor registration only.
*** ReXpo was a free event to attend. The $41,985 captured in revenue during the event was for future program registration and park reservations.

Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatics programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. During the winter, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team. In March, Kiwanis Club of Woodland provided $3000 to the City for swim lesson scholarships for income qualifying families.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Lap Swim & Water Aerobics	894	894	$4,570
Facility Reservation Woodland Swim Team	86	n/a	$5,730
Facility Reservation Woodland & Pioneer High Schools	85	n/a	No Fees collected WJUSD Joint Use Agreement
Total	**1,065**	**894**	**$10,300**

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices during this quarter. Per council approval the "winter surcharge fees" of $10,000 that are collected November-February were waived for the Club (Measure J funds were used to offset this expense). Fees Collected: $5,730

Woodland & Pioneer High School Swim Teams

The Charles Brooks Community Swim Center is available for Woodland and Pioneer High School's swim teams use for the season. The two high school teams utilize the pool for practices and meets after school from February through May, Monday through Friday. The use is permitted with the Woodland Joint Unified School District's Joint Use Agreement.

Youth & Teen Recreation

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants	Participant Hours	Fees Collected
After School Teen Pack (Measure J)	1,701	4,319	Free Program
Baby & Me	136	136	Free Program
Night Hoops (Measure J)	555	1,110	Free Program
Rec2Go (Measure J)	1,222	4,222	Free Program
Toddler Time	53	53	$696
Youth Basketball League	139	2,780	$15,587
Total	**3,806**	**12,620**	**$16,283**

Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program. For boxing, the City retains all of the revenues and pays the two contractors a monthly stipend.

Contract Class	Total Participants	Participant Hours	Fees Collected	Total Expenses	Net Revenue
Art with Emily	6	72	$615	$435	$180
Boxing Club	272	1,463*	$3,681	$7,200	$(3,519)
Cello Tennis Academy**	147	2,166	$10,286	$9,257	$1,029
Country Line Dance	39	117	$282	$197	$85
Dynamic Dancing	70	469	$3,806	$2,664	$1,142
Karate	21	168	$625	$438	$187
Pilates	20	160	$627	$439	$188
Stepping Out	17	136	$720	$504	$216
Wrestling	24	792	$1,440	$1,008	$432
Yoga	41	164	$795	$557	$238
Total	**657**	**5,707**	**$22,877**	**$22,699**	**$178**

* Boxing experienced 1,463 sign-ins during the Third Quarter
** Through a grant awarded from the Sacramento Junior Tennis Fund with the purpose of exposing new youth participants to the sport of tennis, the City of Woodland Community Services Department and the Woodland Tennis Club were able to offer free tennis lessons to 48 participants.

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Sport	# Teams	Total Participants	Participant Hours	Fees Collected
Basketball (winter league)	14	140	1,400	$7,350
Basketball (spring league)				League in progress
Softball (spring league)				League in progress
Volleyball (spring league)				League in progress
Volleyball (open gym)		157	471	$465
Total		**297**	**1,871**	**$7,815**

Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 9,376 participant hours during the third quarter.

Programs

Programs	Total Participants	Participant Hours	Fees Collected
Art Classes	336	568	$321
Exercise Classes	2,932	2,874	$726
Games	1,265	2,780	Free Program
General Programs	1,955	1,427	$0
Education/Resources	227	390	Free Program
Support Groups	292	584	Free Program
Special Programs	471	481	Free Program
Total	**7,478**	**9,104**	**$1,047**

Events

Events	Date	Total Participants	Participant Hours
Senior Art Show	Mar. 2	200	200
Hand & Foot Card Party	Mar. 18	72	432
Total		**272**	**632**

Grants and Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the third quarter are provided below.

Community Development Block Grant (CDBG) Program

Monitoring visits for eleven of the fourteen Fiscal CDBG-funded activities were completed in February/March. City staff attended a pre-bid meeting for the CDBG-funded Cottonwood Meadows Stairwell/Siding Dry-Rot Improvements Project (Phases I and II) in February to review the Federal prevailing wage requirements with potential bidders. In March, staff attended the pre-construction meeting for the CDBG-funded City of Woodland ADA Accessibility Project to also review the Federal prevailing wage requirements with the contractor for the project.

CDBG applications for Fiscal Year 2019 were submitted in March. A CDBG Review Panel will convene in April to review the applications and recommend public service and construction activities for funding.

Continuum of Care Grants (CoC) Competition

The U.S. Department of Housing and Urban Development announced in January that the City will be awarded grant funds for three renewal projects to provide permanent supportive housing for homeless families and individuals: (1) Reallocation (2015) Permanent Supportive Housing Chronically Homeless 2017, (2) Consolidated Permanent Supportive Housing for Chronically Homeless 2017, and (3) Bonus Project (2016) Permanent Supportive Housing for Chronically Homeless 2017. The projects are operated by Fourth & Hope.

Affordable Housing Monitoring

During January/February, the City completed annual affordable housing monitoring of three HOME-funded projects in Woodland: Sycamore Pointe, Terracina at Spring Lake, and Rochdale Grange. Each project received a HOME loan (Federal Home program) through the City. City staff inspected individual units and the exterior conditions of each development based on checklists provided by the HOME program. Staff also reviewed tenant files for compliance with income restrictions, maximum allowable rents, occupancy requirements, reasonable accommodations/modifications, and other areas.

Rotating Winter Shelter

The City partnered with local churches and Fourth & Hope to offer a winter shelter for homeless families this year in order to provide additional capacity for Fourth & Hope's emergency shelter (Yolo Wayfarer Center). The shelter operated at St. Luke's Episcopal Church during a four-week period, January 7 – February 4. A total of 104 volunteers from local churches and other organizations staffed the shelter along with an overnight monitor from Fourth & Hope's staff. The volunteers covered 308 shifts consisting of 685 volunteer hours. Six families with seven adults and eight children stayed at the shelter. In addition, 26 single women also used the shelter. Operation of the shelter freed up space at Fourth & Hope's emergency shelter to accommodate an additional 22 single men who would have been otherwise turned from away.

Participant Hours Calculation

The Community Services Department measures programs through "participant hours". Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program.

Participant Hours (PH) is calculated by:
Drop In Programs: 1 Class meeting (in hours) x Total sign ins
Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

Classes/Camps/Leagues: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time
Examples include: ReXpo, 4th of July

Participant hours and participants in this report are listed for the three month reporting period; therefore if 100 participants are listed, the 100 refers to the total participants for the three month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).

	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	DATE:	April 17, 2018
	ITEM #:	7.
	SUBJECT:	IT Network Switch Replacement 2018

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of 16 Cisco network switch equipment through a Purchase Order with DynTek in the amount not to exceed $106,156.61.

Staff Contact:
Jack Chang, Senior Systems Analyst, (530) 661-7824, jack.chang@cityofwoodland.org

Fiscal Impact:
City staff pursued a formal bid on April 2018 for specific Cisco hardware. Three bids were received from Cisco certified vendors. Proposals were evaluated and the most competitive bid of $106,156.61 was from DynTek. Funding has been allocated in the 2017-2018 budget from the technology services fund to support this purchase.

Background:
To ensure a reliable, robust, and update-to-date technology, best practices encourages timely replacement of network infrastructure. As computing hardware ages, it becomes less reliable and requires frequent maintenance, thus IT maintains a eight-year replacement cycle for all network switches.

In accordance with the City's purchasing policy the IT department researched various network switch equipment manufactures and vendors to establish the optimal network equipment. Cisco offers the most compatible hardware with the existing infrastructure and DynTek offered the most competitive pricing.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of 16 Cisco network switch equipment through a Purchase Order with DynTek in the amount not to exceed $106,156.61.

Prepared By: Jack Chang, Senior Systems Specialist

Reviewed By: Scott Sawin, IT Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
IT Network Switch 2018 Resolution	4/11/2018	Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF DELL SERVERS THOUGH A PURCHASE ORDER WITH DELL, INC.

WHEREAS, the City of Woodland wishes to enter into a purchase agreement with DynTek, Inc in an amount not to exceed $106,156.61; and

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

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

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

Section 2. 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 this 17th day of April, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 17, 2018

ITEM #: 8.

SUBJECT: Accept Report from Valley Clean Energy Alliance (VCE) Related to Procurement of Power Supply and Rates and Adopt Resolution to Approve Subordination Agreement with River City Bank

Recommendation for Action:

Staff recommends that the City Council 1) receive and accept a report from the Valley Clean Energy Alliance (VCE) related to procurement of power supply and rates; 2) approve the subordination agreement with River City Bank; and 3) adopt Resolution No. _____, authorizing the Mayor to execute a subordination agreement with River City Bank which subordinates the City loan to Valley Clean Energy Alliance to the River City Bank Line of Credit given to Valley Clean Energy Alliance.

Staff Contact:

Ken Loman, Environmental Sustainability Manager, (530) 661-2060, Ken.Loman@cityofwoodland.org

Fiscal Impact:

The VCE is expected to commence providing electric power to member agency customers on June 1, 2018 and has set its electric generation rates at 2.5% below rates charged by PG&E. This is expected to result in estimated savings of $25,000 - $30,000 per year in City electricity costs.

The recommended action of subordination may lengthen the term of repayment of the City's $500,000 start-up loan to the VCE. The loan was made in 2017 with the expectation that it would repaid, with interest, within a period of 3-5 years. The recommended subordination agreement allows River City Bank to be paid in full before VCE begins repayment of the start-up loans provided by the City and the other participating jurisdictions.

Background:

VCE was formed in January 2017 as a joint powers agency (JPA) between the County of Yolo and the City of Davis to provide Community Choice Energy (CCE) programs within the member agencies. The City of Woodland joined the VCE in June of 2017.

VCE initially solicited start-up capital through a seed loan of $500,000 from each member agency. When the City of Woodland joined the VCE, it authorized such a loan, with the understanding that the loan would be "fully reimbursable once the CCE program is operational and generating revenues" (City Council Resolution 6842, dated May 16, 2017).

In addition to the seed loan, the member agencies also entered into co-operative agreements providing contracted staff and supplies during the implementation period. The implementation period of the JPA will continue until June 2018 when VCE begins providing electricity service to customers. Per the Cooperation Agreement between the City and VCE, and Section 5.3.2 of the JPA Agreement, the City's start-up loan will be paid back with a simple interest rate of Average Yield plus one percent (1%) per annum.

Discussion:

VCE Electrical Rates, Renewable Energy, and GHG Emissions Report

The VCE Joint Powers Agency agreement requires the VCE to report back to the member agencies after receiving bids from power suppliers from the electrical consultant retained by the JPA. The report compares the total estimated electrical rates that VCE will charge customers as well as the estimated greenhouse gas emissions rate and the amount of renewable energy compared to the incumbent utility (PG&E).

Specifically, Section 6.3.1 of the JPA agreement provides that If the VCE were not able to achieve its goals of (1) lower electric rates, (2) providing power in a manner that has lower greenhouse gas emissions rate, or (3) if VCE uses less renewable energy, a member agency could withdraw its membership in VCE prior to launch.

The attached report on power procurement activities from the VCE's electrical utility consultant (SMUD), demonstrates that the VCE has met the JPA provision by: (1) successfully achieving lower electrical rates by adopting rates 2.5% lower than PG&E, (2) providing power in a manner that has lower greenhouse gas emissions rate, and (3) utilizing more renewable energy in comparison to the incumbent utility based on the latest available data.

Table 1 summarizes the comparison between VCE's power mix for 2018 and the most recently available power content from PG&E.

Table 1. Power Content Comparison

	PG&E 2016 Power	VCEA Planned 2018 Power Mix
"Clean" Power Resources		
Renewables	33%	42%
Large Hydro	12%	33%
Nuclear	24%	0%
Total Clean	69%	75%
Other Resources		
Natural Gas	17%	0%
Unspecified Sources	14%	25%
Total Other	31%	25%
Grand Total	100%	100%

Additionally, Table 2 provides an estimate of the carbon intensity of the VCE's 2018 power portfolio, which again compares favorably to the most current available carbon emissions data from PG&E.

Table 2. Carbon Intensity

VCEA 2018 Carbon Intensity Estimate

	Content	CO2 Emissions	Contribution to Total
Renewable[1]	42%	0 lb/MWh	0 lb/MWh
Large Hydro[2]	33%	0 lb/MWh	0 lb/MWh
Unspecified Market Power[3]	25%	962 lb/MWh	241 lb/MWh
Total	100%		**241 lb/MWh**

Staff requests that Council accept the VCE report and find that the provisions of Section 6.3.1 of the JPA Agreement have been satisfied.

<u>Subordination of City's Start-up Loan</u>

VCE is currently finalizing a Credit Agreement with River City Bank to provide up to $11 million as a revolving line of credit, primarily to fund power purchases as part of administering CCE programs. The revolving line of credit terminates after twelve months, with an optional six-month extension, for a total term of up to 18 months. At the end of its term, the revolving line of credit maybe converted to a five-year, fixed-term loan. VCE's indebtedness to River City Bank from the initial revolving line of credit, therefore, could last a maximum of six and one-half years.

Due to the risk of forming a new government agency and as is standard in commercial banking, River City Bank requested that the member agencies subordinate (see attached subordination agreement) repayment of their member agency seed loans and billing under the Cooperation Agreement to the River City Bank line of credit. Under the Subordination Agreement, the City's interests would be subordinated for a maximum period of six and a half years.

Since VCE will not have a revenue stream until shortly after launch in June 2018, it is standard in commercial banking for the lender to request that the member agencies (City of Davis, City of Woodland, and County of Yolo), subordinate the loans made by the member agencies to VCE to the River City Bank Line of Credit and related Loan. The Bank's request for subordination was anticipated since VCE's inception, and therefore staff are recommending that the Council continue to support VCE through the approval of the Subordination agreement. However, staff also recommends that at the end of the initial 18 month term, the VCE evaluate the implications of converting the line of credit to a five-year fixed loan relative to the timing of refunding member agency seed loans.

The proposed Subordination Agreement, which was reviewed and approved as to form by the City Attorney's office, is included as Attachment 2. The timeline for consideration of the subordination agreement and line of credit approval is as follows:

- Subordination of Member Agencies
    - April 10 - City of Davis Council Meeting
    - April 17 - City of Woodland Council Meeting
    - April 24 - County of Yolo Board of Supervisors Meeting
- Approval of Final LOC Loan Documents
    - April 25 - VCE Board of Directors meeting

Conclusion:
Staff recommends that the City Council 1) receive and accept a report from the Valley Clean Energy Alliance (VCE) related to procurement of power supply and rates; 2) approve the subordination agreement with River City Bank; and 3) adopt Resolution No. _____, authorizing the Mayor to execute a subordination agreement with River City Bank which subordinates the City loan to Valley Clean Energy Alliance to the River City Bank Line of Credit given to Valley Clean Energy Alliance.

Prepared By: Ken Loman, Environmental Sustainability Manager

Reviewed By: Johanna Currie, Acting Public Works Director

Paul Navazio

____

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2018	Resolution

Subordination Agreement	4/9/2018	Agreement
SMUD report on VCE 2018 procurement and energy supplies	4/9/2018	Report

CITY OF WOODLAND

RESOLUTION NO. __________

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT WITH RIVER CITY BANK WHICH SUBORDINATES THE CITY LOAN TO VALLEY CLEAN ENERGY ALLIANCE TO THE RIVER CITY BANK LINE OF CREDIT GIVEN TO VALLEY CLEAN ENERGY ALLIANCE

WHEREAS, the Valley Clean Energy ("VCE") was formed in 2017 as a joint powers agency between the County of Yolo and the City of Davis and the City of Woodland to provide Community Choice Energy (CCE) programs within the member agencies; and

WHEREAS, VCE received startup capital through a loan from each member agency of $500,000 for a total contribution of cash of $1,500,000; and

WHEREAS, VCE solicited for competitive bids in April 2017 for banking and credit services to support initial power procurements and selected River City Bank in December 2017 as its banking and credit services provider; and

WHEREAS, in March 2018 River City Bank conditionally approved a line of credit for VCE for up to $11 million to fund power purchases as part of administrating the CCE program; and

WHEREAS, Since VCE will not have a revenue stream until shortly after launch in June 2018, consistent with standard commercial banking practices, River City Bank is requesting that the member agencies (City of Davis, City of Woodland, and County of Yolo), subordinate the loans made by the member agencies to VCE to the River City Bank line of credit and related loan; and

WHEREAS, the City of Davis and Yolo County are scheduled to consider execution of the same subordination agreements with River City Bank during the month of April 2018.

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

1. The Mayor or his designee is hereby authorized to take all actions necessary by the City of Woodland to execute a subordination agreement in substantial conformance with the attached subordination agreement with River City Bank which subordinates the City loan to VCE to the River City Bank line of credit given to VCE; and

2. The City Manager or his designee, in consultation with the City Attorney, may approve minor modifications to the attached subordination agreement prior to signature by the Mayor or his designee so long as the terms do not change.

PASSED AND ADOPTED this 17th day of April 2018, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:

ABSTAIN: Council Members:

Enrique Fernandez, Mayor

ATTEST:

Ana Gonzalez, City Clerk

SUBORDINATION AGREEMENT

River City Bank (the "*Lender*") and the other parties signatories hereto (each, a "*Subordinated Creditor*" and collectively, the "*Subordinated Creditors*"), agree, effective, April 25, 2018, as follows:

Section 1. Background and Purpose.

1.1 The Lender is making a loan to the Valley Clean Energy Alliance (VCEA) a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. (the "*Obligor*"), pursuant to that certain Credit Agreement dated as of the date hereof (as modified, amended, restated or replaced from time to time, the "*Senior Loan Agreement*"). The loan is evidenced by a Senior Note in the original principal balance of $11,000,000.00 (the "*Senior Note*"). The Obligor is currently indebted to the Subordinated Creditors as set forth on **Schedule 1** attached hereto and incorporated herein (as the same may be amended, modified or refinanced, "*Subordinated Debt*"). The Lender and the Subordinated Creditors desire to enter into this Agreement to effectuate the subordination of the Subordinated Debt to the Senior Debt (as defined below). Capitalized terms used, but not otherwise defined, in this Subordination Agreement shall have the meanings ascribed to them in the Senior Loan Agreement.

Section 2. Subordination.

2.1 Each Subordinated Creditor hereby irrevocably subordinates, in accordance with the terms hereof, the payment and performance of the Subordinated Debt by the Obligor to it, to the prior payment and performance in full of all of the obligations specified in the Senior Loan Agreement and the Senior Note (collectively, the "*Senior Debt*"). Each Subordinated Creditor acknowledges that it has been represented by counsel in connection with the transactions that are the subject of this Subordination Agreement. This Subordination Agreement shall be effective as to a Subordinated Creditor when such Subordinated Creditor signs this Subordination Agreement and execution by all Subordinated Creditors is not a condition to such effectiveness.

2.2 Under no circumstances will the Senior Debt be deemed to have been paid in full unless and until such time as, and when used in this Subordination Agreement with respect to the Senior Debt, the words "paid in full," "payment in full," and similar phrases shall mean that, the Lender has received payment, in immediately available funds, of 100% of all outstanding Senior Debt, and all of the Lender's obligations to extend credit under the Senior Loan Agreement have terminated.

2.3 The Subordinated Debt is subordinated in right of payment to the Senior Debt in accordance with this Agreement. Each Subordinated Creditor agrees to make appropriate entries in its books and records and stamp all Subordinated Debt documents evidencing the Subordinated Debt with the following legend:

"The indebtedness evidenced by this instrument is subordinated to the prior payment in full of the Senior Debt (as defined in the Subordination Agreement hereinafter referred to) pursuant to, and to the extent provided in, the Subordination Agreement effective as of April 25, 2018 by the maker hereof and payee named herein in favor of River City Bank."

Section 3. Payments.

3.1 Until the payment in full of the Senior Debt, without the prior written consent of the Lender (which consent the Lender may refuse to give for any or no reason), under no circumstances will any Subordinated Creditor, directly or indirectly, take any action to enforce payment of or to collect the whole or any part of the Subordinated Debt or enforce any of the rights and remedies available to the Subordinated Creditor, other than in the manner and to the extent permitted by Section 4 hereof, or ask, demand, take or receive any collateral, mortgages or other security from the Obligor in respect of the Subordinated Debt. Any amounts paid by the Obligor to a Subordinated Creditor in violation of the terms of this Subordination Agreement shall be held by such Subordinated Creditor in trust and promptly paid over to the Lender for application to the Senior Debt in accordance with the Senior Loan Agreement.

3.2 Notwithstanding anything to the contrary contained in this Subordination Agreement, each Subordinated Creditor agrees that it will not, without the Lender's prior written consent (which the Lender may refuse to give for any or no reason), directly or indirectly permit the modification or amendment of any of the terms or provisions, as they exist on the date hereof, of the note reflecting the Subordinated Debt ("*Subordinated Note*"), to the extent that any such modification or amendment would (a) result in any increase in the amount of the Subordinated Debt, (b) increase the amount, or accelerate the due date, of any payment or distribution in respect of the Subordinated Debt.

Section 4. Allowable Payments.

4.1 Subject to other applicable provisions of this Subordination Agreement, including, without limitation, those contained in Section 5 hereof, without the Lender's prior written consent, the Obligor may not make, and a Subordinated Creditor may not accept from the Obligor, any payment in respect of the Subordinated Debt.

4.2 Notwithstanding anything to the contrary in this Subordination Agreement, the Obligor may set-off against amounts payable in respect of Subordinated Debt under the circumstances set forth or referenced in any documentation of such Subordinated Debt.

Section 5. Readjustment. Each Subordinated Creditor further agrees that, upon any distribution of the assets or readjustment of the indebtedness of the Obligor, whether by reason of liquidation, composition, bankruptcy, arrangement, receivership, assignment for the benefit of creditors, or any other action or proceeding involving the readjustment of all or any of the Subordinated Debt, or the application of the property of the Obligor to the payment or liquidation thereof, the Lender, in any such instance, shall be entitled to receive payment in full of the Senior Debt prior to the payment of all or any part of the Subordinated Debt.

Section 6. Bankruptcy Issues. To the extent that the Obligor makes a payment to the Lender, which payment(s) (or any part thereof) subsequently are voided, invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid to a trustee, receiver, or any other person or entity pursuant to Chapter 11 of Title 11 of the United States Code (11 U.S.C. § 101 *et seq*.) (the "*Bankruptcy Code*"), any other bankruptcy act, state or federal law, common law or equitable cause ("*Insolvency Law*"), then, to the extent any such payment(s) or proceeds are repaid by the Lender, the Senior Debt (or the part that was intended to be satisfied) will be revived for all purposes of this Subordination Agreement and will continue in full force and effect, as if such payment or proceeds had not been received by the Lender.

Section 7. Waivers. Each Subordinated Creditor hereby waives until the Senior Debt is paid in full any and all rights at law or in equity to subrogation, reimbursement or set off or any other rights which such Subordinated Creditor may have or hereafter acquire against the Obligor in connection with or as a result of such Subordinated Creditor's execution, delivery and/or performance of this Subordination Agreement.

Section 8. Attorney-In-Fact. Each Subordinated Creditor irrevocably appoints the Lender as its attorney-in-fact, with full power of substitution, in either the Lender's name or such Subordinated Creditor's name, to do the following (but the Lender shall have no obligation to do so): (a) endorse and collect all checks, drafts, other payment orders and instruments representing or included in, any payment, dividend or distribution relating to, the Subordinated Debt or any Collateral securing the Subordinated Debt; (b) take any action to enforce, collect or compromise any of the Subordinated Debt; (c) exercise any other right, remedy, privilege or option of such Subordinated Creditor pertaining to any Subordinated Debt or Subordinated Debt documents;
(d) take any actions or institute any proceedings that the Lender determines to be necessary or appropriate to collect or preserve the Subordinated Debt or any Collateral for the Subordinated Debt; (e) execute in the name of or otherwise authenticate on behalf of such Subordinated Creditor any record reasonably believed necessary or appropriate by the Lender for compliance with laws, rules or regulations applicable to any Subordinated Debt or any Collateral for the Subordinated Debt, or in connection with exercising the Lender's rights under this Agreement; and (f) execute and file claims, proofs of claim or other documents, and to take any other action regarding all or any part of the Subordinated Debt necessary or appropriate to insure payment to and receipt by the Lender of all payments, dividends and other distributions on account of the Subordinated Debt, instruments evidencing the Subordinated Debt, or any Collateral for the Subordinated Debt. This appointment is irrevocable and coupled with an interest and shall survive the dissolution or disability of such Subordinated Creditor. Notwithstanding the foregoing, the Lender shall not be liable to any Subordinated Creditor for any failure (i) to prove the existence, amount, or circumstances of the Subordinated Debt; (ii) to exercise any right related to the Subordinated Debt; or (iii) to collect any sums payable on or distributions attributable to, the Subordinated Debt.

Section 9. Representations and Warranties. Each Subordinated Creditor represents and warrants to the Lender as follows: (a) the execution, delivery and performance of this Agreement and each of the Subordinated Debt documents now outstanding (true and complete copies of which have been furnished to the Lender) have been duly authorized by all necessary action, are within the power and authority of the Subordinated Creditor and do not and will not

(i) contravene the articles, charter, bylaws, partnership agreement, operating agreement, regulations or other organic documents, if any, establishing or governing such Subordinated Creditor, any applicable law or governmental regulation or any contractual restriction binding on or affecting such Subordinated Creditor or any of their respective properties, (ii) result in or require the creation of any lien upon or with respect to any of such Subordinated Creditor's properties or (iii) violate the rights of any person or entity; (b) this Agreement and each of the Subordinated Debt documents are legal, valid and binding obligations of such Subordinated Creditor, enforceable against such Subordinated Creditor in accordance with their respective terms except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and by general equitable principles; (c) there exists no default, event of default, or event which with the passage of time, the giving of notice or both may result in a default or event of default under the Subordinated Debt or any Subordinated Debt documents or any event or occurrence that gives a Subordinated Creditor the right to terminate a commitment, refuse to make an advance, accelerate a maturity with or without notice or the passage of time; and (d) if such Subordinated Creditor is an entity, that entity is and will remain duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation and in good standing in the jurisdictions in which it is doing business. Each Subordinated Creditor further represents and warrants to the Lender as follows: (A) such Subordinated Creditor owns and holds the Subordinated Debt now outstanding free and clear of any lien that has not been disclosed in writing by such Subordinated Creditor to the Lender; (B) such Subordinated Creditor is now solvent, the execution, delivery and performance of this Agreement will benefit such Subordinated Creditor directly or indirectly and such Subordinated Creditor has and will receive fair and reasonably equivalent value for the obligations undertaken in this Agreement; (C) such Subordinated Creditor has (1) without reliance on the Lender or any information received from the Lender and based upon the documents and information such Subordinated Creditor deems appropriate, made an independent investigation of the transactions contemplated by this Agreement and the Borrower, the Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances that may bear upon those transactions, the Borrower or the obligations and risks undertaken in this Agreement with respect to the Senior Debt; (2) adequate means to obtain from the Borrower on a continuing basis information concerning the Senior Debt and the Lender has no duty to provide to such Subordinated Creditor any information; (3) full and complete access by and through the Borrower to the Lender's loan documents; (4) not relied and will not rely upon any representations or warranties of the Lender not embodied in this Agreement or any acts taken by the Lender (including but not limited to any review by the Lender of the affairs of the Borrower) prior to or after the date of this Agreement; (D) such Subordinated Creditor is the sole holder of the Subordinated Debt with full power to make the subordinations set forth in this Agreement; and (E) such Subordinated Creditor has not made or permitted any assignment or transfer, as security or otherwise, of the Subordinated Debt, any Subordinated Debt documents or of any of the Collateral securing the Subordinated Debt, and such Subordinated Creditor shall not do so except in favor of the Lender as long as this Agreement remains in effect.

Section 10. Successors and Assigns. This Subordination Agreement immediately shall be binding on each Subordinated Creditor and on its heirs, representatives and assigns, and shall inure to the benefit of the Lender and its successors and assigns. Whenever reference is made in this Subordination Agreement to the Obligor, such term shall include any successor or assign of the Obligor, including, without limitation, a receiver, trustee, or debtor or debtor-in- possession under the Bankruptcy Code.

Section 11. Notices. Any notice required or permitted hereunder shall be given in writing by personal delivery, by overnight delivery through a recognized courier service, by certified U.S. mail, or by telecopier (fax) (i) as to a Subordinated Creditor, by giving such notice to such Subordinated Creditor at the address set forth below such Subordinated Creditor's signature hereon, and (ii) as to the Lender, by giving such notice to the Lender at the address set forth below its signature hereon. All such notices shall be deemed to have been received on the date given, except that any such notice given by overnight delivery will be deemed to have been received on the next business day after such notice was delivered to such a carrier for delivery, and any such notice given by certified U.S. mail will be deemed to have been received three days after such notice was deposited in the U.S. mails, postage prepaid.

Section 12. Governing Law. THIS SUBORDINATION AGREEMENT SHALL BE GOVERNED BY CALIFORNIA LAW (WITHOUT REGARD TO ANY JURISDICTION'S CONFLICT OF LAWS PRINCIPLES). EACH SUBORDINATED CREDITOR AND THE LENDER EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS SUBORDINATION AGREEMENT. This is a "Subordination Agreement" within the meaning of Section 510(a) of the Bankruptcy Code and shall be interpreted and construed accordingly in any proceeding under the Bankruptcy Code.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Subordination Agreement to be executed as of the Effective Date.

City of Woodland

By:_____________________________________
Name:___________________________________
Title: ___________________________________

Address for notice and service of process:

RIVER CITY BANK, as Lender

By:__________________________________
Name:________________________________
Title: ________________________________

Address for notice and service of process: River

City Bank
2485 Natomas Park Drive, Suite 100
Sacramento, CA 95833
Attention: Loan Center
Fax: (916) 567-2780

SCHEDULE 1

Subordinated Funding Costs

JPA Member	Amount
City of Davis	$ 500,000
City of Woodland	500,000
County of Yolo	500,000
Total	$ 1,500,000

ACKNOWLEDGMENT

The Valley Clean Energy Alliance, a public agency formed under the provisions of the Joint Exercise of Powers Act of the State of California, Government Code Section 6500 et. seq. (the "*Company*"), acknowledges receipt of a copy of the Subordination Agreement by and between River City Bank (the "*Lender*"), and the cities and counties parties thereto (each a "*Subordinated Creditor*"), dated as of April 25, 2018 (as amended from time to time, the "*Subordination Agreement*"), and agrees that: (a) it will not: (i) except to the extent permitted by the Subordination Agreement, pay any of the Subordinated Debt until the payment in full of the Senior Debt, (ii) provide any security or collateral for any of Subordinated Debt until the payment in full of the Senior Debt, or (iii) take or omit from taking any action that would cause a breach of the Subordination Agreement; (b) neither the Company nor any of its successors or assignees, by operation of law or otherwise, is a party to the Subordination Agreement, and neither the Company nor any of its successors or assignees will have: (i) any right in, or to enforcement of, the Subordination Agreement as against the Lender or a Subordinated Creditor, any claim of damage if the Lender or a Subordinated Creditor defaults under the Subordination Agreement, or (iii) any right to object to any amendment, modification, or supplement to, or any restatement or replacement of, the Subordination Agreement that is agreed upon by a Subordinated Creditor and the Lender; and (c) none of the provisions of the Subordination Agreement limit or impair the Lender's rights against the Company or its successors and assigns or any of their respective obligations, indebtedness, or liabilities to the Lender under the Senior Loan Agreement, any related documents, or otherwise.

All capitalized terms used in this Acknowledgment that are defined in the Subordination Agreement and not otherwise defined in this Acknowledgment have the meanings specified in the Subordination Agreement.

IN WITNESS WHEREOF, the Company has executed and delivered this Acknowledgement to the Lender as of the Effective Date.

Valley Clean Energy Alliance

By:____
Name: Mitch Sears
Title: Interim General Manager

By:____
Name: Lucas Frerichs
Title: Chairman, Board of Directors

CES 18-001

To: Mitch Sears, Valley Clean Energy Alliance

From: Sacramento Municipal Utility District

Date: April 3, 2018

RE: Power Provider Statement

This memo is to confirm that SMUD has successfully procured Valley Clean Energy Alliance's power supply for 2018 with the targeted power mix that the VCEA Board established at its December 14, 2017 meeting. The Board set a targeted portfolio mix of 42% Renewable Power, and 33% large hydro for a total clean power content of 75% for VCEA's default power portfolio. Additionally, the Board set a targeted rate discount of 2% below PG&E's generation rates.

Completion of Procurement at Targeted Mix

SMUD procured the specified targeted portfolio power for 2018, and was able to secure this power for $26.53M, very close to the expected budget of $26.45M, (only 3 tenths of a percent above budget). With the improved revenues that are expected due to a larger PG&E rate increase than expected, VCEA's financial picture improved. And as you are aware, on March 22, 2018 the Board approved a 2.5% discount to PG&E's generation rates, exceeding the targeted 2% rate discount set in December.

Comparison with PG&E Mix

The most recent verified PG&E portfolio content mix is published in its 2016 Power Content Label, prepared and submitted in accordance with CEC guidelines. PG&E's 2016 Power Content Label is attached. Table 1 below summarizes the comparison between VCEA's power mix for 2018, and PG&E's 2016 Power Content Label.

Table 1. Power Content Comparison

	PG&E 2016 Power	VCEA Planned 2018 Power Mix
"Clean" Power Resources		
Renewables	33%	42%
Large Hydro	12%	33%
Nuclear	24%	0%
Total Clean	69%	75%
Other Resources		
Natural Gas	17%	0%
Unspecified Sources	14%	25%
Total Other	31%	25%
Grand Total	100%	100%

Additionally, SMUD has produced an estimate of the carbon intensity of VCEA's 2018 power portfolio shown in Table 2 below.

Table 2. Carbon Intensity

VCEA 2018 Carbon Intensity Estimate

	Content	CO2 Emissions	Contribution to Total
Renewable[1]	42%	0 lb/MWh	0 lb/MWh
Large Hydro[2]	33%	0 lb/MWh	0 lb/MWh
Unspecified Market Power[3]	25%	962 lb/MWh	241 lb/MWh
Total	100%		**241 lb/MWh**

Assumptions:

1 Assumes renewable power will have no associated net carbon emissions.

2 Assumes Large Hydro will have no associated net carbon emissions.

3 California Air Resource Board's calculation for emissions from Unspecified Sources of Power has an emission factor of 0.428 MT CO2/MWh, in addition to a transmission loss adjustment of 1.02. Converted to lbs/MWh, that equates to 962 lb/MWh. Source: Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, Title 17, California Code of Regulations.

In a recent press release, PG&E self-reported that it had a carbon intensity of 294 lb/MWh in 2016, which was recently verified by The Carbon Registry. The press release can be viewed at:

> http://www.pgecurrents.com/2018/03/26/independent-registry-confirms-record-low-carbon-emissions-for-pge/

Attachment

2016 PG&E Power Content Label

Version: September 2017

2016 POWER CONTENT LABEL		
Pacific Gas and Electric Company		
ENERGY RESOURCES	**Power Mix**	**2016 CA Power Mix****
Eligible Renewable	**33%**	**25%**
Biomass & biowaste	4%	2%
Geothermal	5%	4%
Eligible hydroelectric	3%	2%
Solar	13%	8%
Wind	8%	9%
Coal	**0%**	**4%**
Large Hydroelectric	**12%**	**10%**
Natural Gas	**17%**	**37%**
Nuclear	**24%**	**9%**
Other	**0%**	**0%**
Unspecified sources of power*	**14%**	**15%**
TOTAL	**100%**	**100%**

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers during the identified year.

For specific information about this electricity product, contact:	**Pacific Gas and Electric Company** 415-973-0640
For general information about the Power Content Label, please visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	844-454-2906 psdprogram@energy.ca.gov

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
DATE:	April 17, 2018
ITEM #:	9.
SUBJECT:	Amend the FY 18/19 Capital Budget to appropriate funds to the 2020 Road Rehabilitation Project, CIP 19-05

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, amending the FY 18/19 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

Staff Contact:
Diana Ayon, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact:
In fiscal year 18/19, the City will receive an estimated $990,000 from the Road Maintenance and Rehabilitation Account (RMRA) created by the newly enacted Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017. The estimated total project budget is $4.5M with the design phase estimated as $400,000.

On October 3, 2017, Council appropriated fiscal year 17/18 RMRA funding to fund a new 2020 Road Rehabilitation Project, CIP 19-05, in the estimated amount of $325,000, to be adjusted to equal the actual revenue. Staff will return to Council to report the actual revenue when the annual report to the California Transportation Commission (CTC) is due in Fall 2018. The City began receiving portions of the FY 17/18 allocation in late February 2018. This has allowed staff to begin work to publish a request for proposals from consultants to design the project. Once a consultant is selected and a proposal received, staff will return to Council with a more accurate estimate of the design and construction phase costs.

Staff must return to Council annually (prior to May 1 each year) to establish that this project continues to be the City's priority to receive RMRA funding. Amendment of the Capital Budget to appropriate $990,000 of FY18/19 RMRA funding allows staff to continue work to select a design consultant and begin collecting funds towards construction.

There is no impact to the General Fund.

Background:
In April 2017, Senate Bill 1 (SB1) was passed by the Legislature and signed into law by Governor Jerry Brown to address the significant funding shortfall for road maintenance and repair in the state. The bill includes funding for State transportation infrastructure, public transportation and cities and counties. The bill includes annual accountability provisions for cities and counties that ensure the community has access to information on projects proposed for SB1 funding and requirements to report on actual funding expenditures.

Beginning in November 2017, the State Controller deposited portions of the SB1 funding into the newly created RMRA, a portion of which will be distributed by formula to cities and counties. The estimated distribution for the City of Woodland is $325,000 for FY17/18 and $990,000 in FY18/19. The projected revenue to the City of Woodland for the first ten years is just over $16 million.

For the City of Woodland to begin receiving its allocation, the City must annually amend each fiscal year's budget to include SB1 funded projects and appropriate RMRA funding. Staff must then submit project details and documentation of the budget amendment to the CTC by May 1 each year for verification of compliance with SB1 requirements. The process of including projects in the Capital Budget and reporting to the CTC is an annual requirement of SB1 funding.

The SB1 legislation also allocates money to other programs including statewide competitive grants. As the details about these programs and grants are published staff will be reviewing the information to determine the City's eligibility for additional funding.

Discussion:

The SB1 funded 2020 Road Rehabilitation Project is defined as the rehabilitation of Matmor Road from Main Street to Gibson Road and Gum Avenue from East Street to Matmor Road. The project will rehabilitate the existing asphalt roadway, repair damaged curb, gutter and sidewalk as needed and improve ADA access at intersections within the corridors. The project will widen and improve delineation of the existing bike lanes to encourage bicycle transportation to nearby shopping centers and elementary schools within the project area.

The Matmor Road and Gum Avenue corridors were identified as the 2020 Road Rehabilitation project because these segments are known to be failing and are identified in the City's pavement management system with pavement condition indexes (PCI) at or below 55. Other projects on the priority list for funding include significant rehabilitation for Gibson Road and East Street, as well as maintenance seals for other arterial streets.

The annual submittal of project details to the CTC does not preclude the City from amending the funded projects to align with City needs and priorities as long as all projects are consistent with RMRA priorities and are eligible road maintenance and rehabilitation projects.

SB1 funding has a requirement that funded projects be identified in the City's Capital Improvement Budget. However, the City is only required to identify one year at a time. Thus, the current Council action for budget amendment and appropriation only addresses the next fiscal year. This allows staff to continue working on the Measure F spending plan in concert with the SB1 spending plan to ensure appropriate, efficient and effective use of limited road funding. Future year's project funding sources will be informed by these spending plans and other fiscal considerations.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, amending the FY 18/19 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

Prepared By: Diana Ayón, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Attachment 1 - Resolution	3/30/2018	Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO AMEND THE FY 18/19 CAPITAL BUDGET TO APPROPRIATE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) FUNDING TO THE 2020 ROAD REHABILITATION PROJECT, CIP 19-05

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 was signed into law by the Governor in April 2017 to address the statewide transportation funding shortfall; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include in the Capital Budget all projects proposed for RMRA funding including a complete project description, estimated schedule and useful life; and

WHEREAS, the City will receive an estimated $990,000 in RMRA funding in Fiscal Year 2018/19 from SB1; and

WHEREAS, the 2020 Road Rehabilitation project will rehabilitate Matmor Road and Gum Avenue which are identified as needs in the City's Pavement Management Program; and

WHEREAS, the City has a desire to continue the design phase and begin collecting funds towards the construction phase of the 2020 Road Rehabilitation project utilizing the projected RMRA revenue.

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

Section 1. The City Council hereby approves the amendment to the FY 18/19 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funding to fund the 2020 Road Rehabilitation Project, CIP 19-05, in the estimated amount of $990,000, to be adjusted to equal the actual revenue.

PASSED AND ADOPTED this 17th day of April 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

CITY OF WOODLAND

CAPITAL IMPROVEMENT PROJECT INFORMATION SHEET

Project Name:	2020 Road Rehabilitation	**Project Proponent:**	Katie Wurzel
Project #:	19-05	**Project Manager:**	TBD
MPFP:			
Funding Source(s):	Fund 361 - RMRA	**User Department:**	Public Works

Project Costs

	Fund 361 - RMRA			
Prior Year Allocation	$0	$0	$0	$0
Fiscal Year				
2017-18	$325,000	$0	$0	$0
2018-19	$990,000	$0	$0	$0
2019-20	$1,020,000	$0	$0	$0
2020-21	$1,050,000	$0	$0	$0
2021-22	$1,115,000	$0	$0	$0
Subtotal	$4,500,000	$0	$0	$0
TOTAL	$4,500,000			

Cost Estimate By Category:		
	Pre-Design/Environmental/Studies	$100,000
	Design Costs:	$400,000
	Construction Costs:	$4,000,000
	Land Acquisition:	$0

ABOUT THE PROJECT:

Project Description: Project will rehabilitate Matmor Road from E. Main Street to Gibson Road and Gum Avenue from East Street to Matmor Road. Improvements include rehabilitation of the existing asphalt roadway, repair of damaged curb, gutter and sidewalk as needed and improvements to ADA access at intersections within the corridors. The project will widen and improve delineation of the existing bike lanes to encourage bicycle transportation to nearby shopping centers and elementary schools within the project area. The estimated useful life of the project is 15-20 years.

Justification Matmor Road and Gum Avenue are known to be failing and are identified in the City's Pavement Management System as having PCI less than or equal to 55. The roadways are both corridors that carry significant local and regional vehicular traffic as well as local bicycle traffic accessing adjacent neighborhoods, shopping centers, schools, parks and the Yolo County Fairgrounds.

Pertinent Issue: The project will repair existing failing roadways within the City. Work will be coordinated with major utility repair work to maximize cost efficiencies for the road and utility programs. Revenue projections for RMRA are as follows: FY18: $340,000, FY19: $989,986, FY 20: $1,019,686, FY21: $1,050,276, and FY22: $1,081,784. This project will likely begin construction in FY21 and conclude in FY22. This allows adequate revenue to build project in its entirety.