



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

March 5, 2019
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (one (1) potential case)

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. 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.

G. 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.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. MINUTES

3. SUBJECT: City Council Meeting Minutes of February 5, 2019 and February 19, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 5, 2019 and February 19, 2019.

I. CONSENT CALENDAR

4. SUBJECT: Second Reading and Adopt Agricultural Mitigation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1642, an Ordinance of the City Council of the City of Woodland adding Chapter 33 to Title 15 of the City of Woodland Municipal Code implementing the General Plan Policy pertaining to Agricultural Mitigation.

5. SUBJECT: Green Means Go - Greenhouse Gas Reduction Program.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive information concerning the Green Means Go pilot program which is intended to lower greenhouse gas emissions in the SACOG region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips; and 2) adopt Resolution No. _____, supporting the Green Means Go - Sacramento Region Green House Gas Reduction Pilot Program.

6. SUBJECT: Approve Contract with Laugenour and Meikle for 2020 Sewer and Water Main Replacement Project, CIP #20-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, 2020 Sewer and Water Main Replacement Project, CIP #20-07; 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$264,970 for the design of the 2019 Water Main Replacement Project, CIP #20-07; 5) Authorize a contingency of up to 10% (\$26,497) for the design of the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

7. SUBJECT: Approval of Final Map 4851, Country Oaks, and associated Subdivision Improvement Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that 1) approves Final Map 4851, Country Oaks, including the relinquishment of 5' of right of way on the north-south section of Betty Avenue; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector; and 2) approves conversion of the remainder of the right of way for the north south portion of Betty Avenue to a bicycle and pedestrian path; and 3) approves the Subdivision Improvement Agreement and authorizes and directs the City Manager to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

8. SUBJECT: Summary Vacation of Portions of Public Utility Easements on Lots Numbered 75, 102, 112; Map 5101 CalWest Phase 2.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that in accordance with chapter (4) section 8330-8335 of the Streets and Highway Code does 1) summarily vacate approximately 52 sf. of the PUE on the northeast corner of lot 75 of map 5101 recorded in book of maps 2017 page 78; 2) summarily vacate approximately 45 sf. Of the PUE on the southeast corner of lot 102 of map 5101 recorded in book of maps 2017 page 78; 3) summarily vacate approximately 58 sf. Of the PUE on the north east or west corner of lot 112 of map 5101 recorded in book of maps 2017 page 78; and 4) also authorize the City Manager to execute a Quitclaim Deed for each the property to the underlying property owner, Lennar Homes.

9. SUBJECT: Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the operation of the Woodland Sports Park Concession Stand

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the operation of the Woodland Sports Park Concession Stand.

10. SUBJECT: First Contract Amendment – Tree Stump Removal Professional Services Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the first contract amendment to the professional services agreement for tree stump removal services with West Coast Arborist in the amount of \$18,000 for a contract total not to exceed \$63,000.

J. PUBLIC HEARINGS

11. SUBJECT: Epic Bros Enterprises, Inc, Commercial Cannabis Manufacturing Facility. A proposed Conditional Use Permit to allow a non-volatile cannabis manufacturing facility at 1230 Harter Avenue, Suite J: PLNG 18-00103

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; 4) Adopt Resolution No. _____, recommending that the City Council approve a Conditional Use Permit amendment to allow a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J, conditioned upon approval of appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Approve City Council Resolution No. 19-__ authorizing the City Manager, pursuant to Section 5.28.180 to approve a final Operating Agreement for a commercial cannabis manufacturing business at 1230 Harter Avenue, Suite J.

K. REPORTS OF THE CITY MANAGER

12. SUBJECT: Commercial Cannabis Program Oversight

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues, and 3) deferring further staff augmentation to the FY2019/20 budget process.

13. SUBJECT: FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to submit a grant application under the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

14. SUBJECT: Award Construction and Consultant Contract for West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) Adopt Resolution No. _____, to award the construction contract in the amount of \$9,500,000 for the base bid to Granite Rock for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, authorize a contract contingency up to 15%, and authorize the City Engineer to execute the construction contract and change orders; and 2) Authorize the reallocation of \$446,000 from Fund 210-Water Enterprise and \$446,000 from the Water System Leak Detection and Repairs Project, CIP 09-23, to the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, to fund costs associated with water utility improvements; and 3) Appropriate \$700,000 of additional Measure E Fund to the project; and 4) Appropriate \$100,000 of additional Grant Funding to the Project from the Community Design Grant Program; and 5) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount of \$964,000 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 15% of the agreement amount.

15. SUBJECT: Approval of Amendment to Fiscal Year 2019 Budget to Add Funding and Increase the Purchase Price Limit for the City's First Time Homebuyer Loan Assistance Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations and amending the FY 2019 budget as necessary: (1) an additional \$490,000 in HOME program income funds (Fund 323), (2) an additional \$210,000 in BEGIN and CalHome program income funds (Fund 324), and (3) an additional \$5,000 in Housing Trust funds (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB); a total appropriation of \$675,250 in Fund 323, \$210,000 in Fund 324, and \$30,975 in Fund 326; and increasing the FTHB purchase price limit to \$360,000 for new and resale homes.

16. SUBJECT: Sustainability Advisory Committee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) approve Resolution No. _____, establishing the Sustainability Advisory Committee, as proposed, and (2) direct City staff to proceed with committee formation.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, March 5, 2019 posted on Friday, March 1, 2019 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 requests 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
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: G.2.
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 plan for upcoming Council items.



Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MARCH 19TH

REGULAR MEETING

Urban Forest Master Plan
Development Impact Fee Update
West Coast Arborists Amendment
Fire Department Standard of Cover

MARCH 26TH

SPECIAL MEETING

Spring Budget Workshop

APRIL 2ND

REGULAR MEETING

City Council Minutes of March 5th and 19th
Woodland Research & Technology Park Update
Neighborhood Traffic Calming Program
Animal Services/Shelter Update

APRIL 16TH

REGULAR MEETING

Tree Preservation Ordinance
Recreation / Sports Facilities Update & Funding

Future Topics / Study Sessions:

April Tree Preservation Ordinance	May Presentation: Proposed Budget General Plan Status Report / Annual Housing Update Sewer Rates (Prop 218 Process)
June Board and Commission Appointments FY2019/20 Budget Adoption	TBD Non-Conforming Use Zoning Update Sewer Rates



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: H.3.
SUBJECT: City Council Meeting Minutes of February 5, 2019 and February 19, 2019

Recommendation for Action:

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 5, 2019 and February 19, 2019.

Staff Contact:

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



Paul Navazio
City Manager

Attachments:

1. 02_05_19 DRAFT CC MINS
2. 02_19_19 DRAFT CC MINS

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 5, 2019

6:00 PM

City Council

CITY COUNCIL
CLOSED SESSION
5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code section 54956.9(d)(1))
Name of case: HTW West Ventures, LLC, et al. v. City of Woodland et al.,
Ventura County Superior Court Case No. 56-2016-00488960-CU-FR-VTA

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

Meeting called to order at 06:02 PM. Council met in Closed Session, no reportable action.

D. ROLL CALL

Council Members Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Boy Scout Jared Perez.

F. 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.

None

G. 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.

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. MINUTES

3. SUBJECT: City Council Meeting Minutes of January 15, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 15, 2019.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 15, 2019.

4. SUBJECT: Commission on Aging Minutes from November 15, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 15, 2018 Commission on Aging meeting minutes.

Received the November 15, 2018 Commission on Aging meeting minutes.

5. SUBJECT: Parks & Recreation Commission Meeting Minutes for November 26, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 26, 2018 Parks & Recreation Commission Meeting Minutes.

Received the November 26, 2018 Parks & Recreation Commission Meeting Minutes.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 15, 2018 and received the November 15, 2018 Commission on Aging Meeting Minutes and November 26, 2018 Parks & Recreation Commission Meeting Minutes.

I. CONSENT CALENDAR

6. SUBJECT: Final Acceptance and Notice of Completion for 2018 Road Maintenance Project, CIP 18-02

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 Road Maintenance Project, CIP 18-02, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted RESOLUTION NO. 7211, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2018 ROAD MAINTENANCE PROJECT (CIP 18-02) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

7. SUBJECT: Award Construction Contract for the West Street Transmission Water Main Project (Phase Two), CIP #17-08

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Awarding a construction contract in the amount of \$1,767,360 to Lund Construction Co. for CIP 17-08, West Street Transmission Water Main Project (Phase Two) and authorize a contract contingency of up to 10% (\$176,730); and approving the reallocation of \$700,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the West Street Transmission Water Main Project (Phase Two), CIP #17-08; and approving a consultant agreement for construction inspection services with Psomas in an amount up to \$227,283 and authorize a contingency of up to 10% (\$22,729).

Adopted RESOLUTION NO. 7212, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH LUND CONSTRUCTION CO. FOR CIP 17-08, WEST STREET TRANSMISSION WATER MAIN PROJECT (PHASE TWO).

8. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Consultant Services Agreement with ICF for preparation of the Environmental Impact Report.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of \$600,000 to CIP Project #09-15 from the Sewer Enterprise Fund (Fund 220); (2) approving the deletion of a \$600,000 appropriation to CIP Project #09-15 in Capital Projects Fund 501; and (3), authorizing the City Manager to execute the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study Environmental Impact Report for an amount up to \$460,035 for the Lower Cache Creek Feasibility Study, CIP #09-15

Adopted RESOLUTION NO. 7213, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONTRACT WITH ICF FOR CONSULTING SERVICES TO PREPARE THE LOWER CACHE CREEK FEASIBILITY STUDY ENVIRONMENTAL IMPACT REPORT, CIP #09-15.

9. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve the Urban Flood Risk Reduction Program Amendment with the State of California Department of Water Resources.

RECOMMENDATION FOR ACTION: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the amendment to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR for the Lower Cache Creek Feasibility Study, CIP #09-15.

Adopted RESOLUTION NO. 7214, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT TO THE AGREEMENT WITH STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE URBAN FLOOD RISK REDUCTION PROGRAM, CIP #09-15.

10. SUBJECT: Adoption Resolution Authorizing the City Manager to Execute an Agreement with Alta + Design for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an Agreement with Alta + Design, in an amount not to exceed \$133,904 for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

Adopted RESOLUTION NO. 7215, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH ALTA + DESIGN INC. FOR THE WOODLAND PARKWAY SAFE ROUTES TO SCHOOL AND CONNECTIVITY STUDY, CIP 18-05.

11. SUBJECT: Communications Site License Agreement With GST Capital Partners, LLC

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Communications Site License Agreement with GST Capital Partners, LLC to be located at the northeast corner of the sewer treatment ponds (APN # 027-390-037-000).

Adopted RESOLUTION NO. 7216, RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNICATIONS SITE LICENSE AGREEMENT WITH GST CAPITAL PARTNERS, LLC FOR THE INSTALLATION OF A COMMUNICATION TOWER FACILITY ON A CITY PARCEL.

12. SUBJECT: Agreement with Central Square for Software Upgrade and Services Related to the NIBRS Certification for the Police Department and the One-Time Appropriation of \$142,908 for the Software Upgrade Costs

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the agreement with Central Square and appropriating \$142,908 to the Police Department's budget in Fund 330 for the software upgrade cost.

Adopted RESOLUTION NO. 7217, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT WITH CENTRAL SQUARE AND APPROPRIATING \$142,908 TO THE POLICE DEPARTMENT'S BUDGET IN FUND 330 FOR THE SOFTWARE UPGRADE COST.

13. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2018.

Accepted the Quarterly Treasurer's Investment Report for the quarter ended December 31, 2018.

14. SUBJECT: Addition of a Limited Term Junior Engineer

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving changes within the Community Development Department - Utilities Engineer Division.

Adopted RESOLUTION NO. 7218, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ADDITION OF A LIMITED-TERM JUNIOR ENGINEER POSITION TO THE AUTHORIZED STAFFING OF THE CDD ENGINEERING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT.

On a motion by Council Member Barajas, seconded by Council Member Fernandez and carried unanimously, Council Members approved Consent Calendar Item No. 6 through 14.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Noes: None

J. PUBLIC HEARINGS

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members adopted ORDINANCE NO. 1641, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING AND RECODIFYING THE MUNICIPAL CODE OF THE CITY OF WOODLAND.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Noes: None

15. SUBJECT: PUBLIC HEARING - Adopt Ordinance to Amend, Recodify, and Readopt the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. 1641, Amending, Recodifying, and Readopting the Woodland Municipal Code (2019 Edition).

Adopted ORDINANCE NO. 1641, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING AND RECODIFYING THE MUNICIPAL CODE OF THE CITY OF WOODLAND.

On a motion by Council Member Tom Stallard, seconded by Council Member Angel Barajas and carried unanimously, Adopt Ordinance to Amend, Recodify, and Readopt the Woodland Municipal Code

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Noes: None

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Consideration of Funding Priorities for FY20 Community Development Block Grant Program and Receive Public Comment on CDBG Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2020 (July 1, 2019 – June 30, 2020) Community Development Block Grant (CDBG) program and receive public comment on the City's CDBG program.

Received report from Dan Sokolow, Senior Planner regarding funding priorities for the Fiscal Year 2020 (July 1, 2019 – June 30, 2020) Community Development Block Grant (CDBG) program.

17. SUBJECT: Agricultural Mitigation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the first reading of an Ordinance adding Chapter 33 to Title 15 of the City of Woodland Municipal Code Implementing the General Plan Policy pertaining to Agricultural Mitigation.

Waived the first reading of an ordinance adding Chapter 33 to Title 15 of the City of Woodland Municipal Code Implementing the General Plan Policy pertaining to Agricultural Mitigation.

L. ADJOURN

Meeting adjourned at 7:14PM in memory of Gene Stille, CEO of Nugget Market.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 19, 2019

6:00 PM

City Council

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:00PM.

B. ROLL CALL

LACK OF QUORUM - MEETING CANCELED

Present: Lansburgh and Rodriquez

Absent: Barajas, Fernandez and Stallard

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.

James Vorhees spoke regarding government shutdown, cannabis item on agenda and condition of city streets.

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.

Meeting was canceled due to lack of quorum. Will look for availability of Council Members to hold a special meeting before March 5th.

1. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. PRESENTATIONS

2. SUBJECT: Woodland Public Library Annual Report FY 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2017-2018 presented by the Woodland Public Library Board of Trustees.

G. CONSENT CALENDAR

3. SUBJECT: Designation of March 2, 2019 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, designating March 2, 2019 as Arbor Day in the City of Woodland.

4. SUBJECT: Fire Department Annual Status Report for 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2018.

5. SUBJECT: Police Department Quarterly Status Report for the period of October 2018 through December 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department Quarterly Status Report for October 2018 through December 2018.

6. SUBJECT: Police Officer Recruit Classification

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, adopting the revisions to the Police Officer Recruit / Police Officer Job Description and approve the salary range for the Police Officer Recruit and applicable benefits package.

7. SUBJECT: Approval of Scope Change for Fiscal Year 2017/18 and 2018/19 Community Development Block Grant Funding Allocations Awarded the Yolo Wayfarer Center DBA Fourth & Hope

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a scope change for Fiscal Year 2017/18 and 2018/19 Community Development Block Grant (CDBG) Funding allocations awarded the Yolo Wayfarer Center DBA Fourth & Hope in order for Fourth & Hope to rehabilitate restrooms, the laundry room and replace equipment, and the office area including the addition of a caretaker's living space.

8. SUBJECT: Ratification of Minor Corrections to Implementing Agreement for Yolo Habitat Conservation Plan/Natural Community Conservation Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council ratify minor corrections to the Implementing Agreement for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan

9. SUBJECT: Second Reading and Adopt Agricultural Mitigation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1642, an Ordinance of the City Council of the City of Woodland adding Chapter 33 to Title 15 of the City of Woodland Municipal Code implementing the General Plan Policy pertaining to Agricultural Mitigation.

10. SUBJECT: Approve Professional Services Agreement Amendment with Ponticello Enterprises for Utility Engineering Staff Augmentation Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____ authorizing the City Manager to execute the consultant services amendment with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$80,000.

11. SUBJECT: Approval of Final Map 5137, Oyang South Phase 2, and the associated Subdivision Improvement Agreement.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, 1) approving Final Map 5137, Oyang South Phase 2; 2) approving the Subdivision Improvement Agreement for Final Map 5137 Phase 2 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Fiscal Year 2018/19 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Information purposes only; no action required.

13. SUBJECT: Fiscal Year 2018/19 Mid-Year Budget Amendments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing the amendments to the Fiscal Year 2018/19 Budget totaling \$7,301,807.

14. SUBJECT: Commercial Cannabis Program Oversight

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approved Resolution No. ____, 1) amending the FY2018/19 budget for the purpose of appropriating anticipated revenues from the City's Commercial Cannabis Program, and 2) authorize the augmentation of 3.5 staff positions to be supported by Commercial Cannabis business permit fees and revenues derived from operating agreements.

15. SUBJECT: City Council Priority Goals: 2019 – 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report updating its Priority Goals for 2019-2020.

I. ADJOURN

Meeting adjourned at 6:07PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.4.
SUBJECT: Second Reading and Adopt Agricultural Mitigation Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1642, an Ordinance of the City Council of the City of Woodland adding Chapter 33 to Title 15 of the City of Woodland Municipal Code implementing the General Plan Policy Pertaining to Agricultural Mitigation.

Staff Contact

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

Background

On February 5, 2019, the City Council waived the first reading of an ordinance adding Chapter 33 to Title 15 of the City of Woodland Municipal Code implementing the General Plan Policy Pertaining to Agricultural Mitigation.

As mentioned previously, the City of Woodland does not currently have an ordinance pertaining to the requirement for mitigation of agricultural land as a result of urban development. However, the City has required previous projects such as Spring Lake to mitigate for agricultural impacts as a mitigation measure under CEQA. The Local Agency Formation Commission (LAFCo) has a policy requirement that all annexations resulting in the loss of prime agricultural land mitigate at a ratio of 1:1.

The recently adopted City of Woodland 2035 General Plan incorporated a guiding principal and several policies pertaining to the preservation of agricultural land as well as mitigation of its loss due to planned future urban growth.

The adoption of the Agricultural Mitigation Ordinance will implement and further define the City's General Plan requirements pertaining to the impacts to agricultural land within the Urban Limit Line. Input on the ordinance was solicited from staff and representatives from a variety of stakeholders including; the Yolo Land Trust, Natural Resources Conservation Service, Yolo Habitat Conservancy, Yolo County, Local Agency Formation Commission, the Chamber of Commerce, and the development community. Comments received contributed significantly to the drafting of the proposed Ordinance.

Prepared by: Ana B. Gonzalez, City Clerk

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

Paul Navazio
City Manager

Attachments:

1. Ord_1642 Agricultural Mitigation Ordinanc

ORDINANCE NO. 1642

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING CHAPTER 33 TO TITLE 15 OF THE CITY OF WOODLAND MUNICIPAL CODE IMPLEMENTING THE GENERAL PLAN POLICY PERTAINING TO AGRICULTURAL MITIGATION

WHEREAS, on May 16, 2017, the City Council of the City of Woodland adopted the 2035 General Plan and the 2035 Climate Action Plan; and

WHEREAS, the City of Woodland conducted numerous public workshops and community sessions seeking comments and participation on the 2035 General Plan update, including review of goals, policies, and implementation programs; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), on May 16, 2017, the City Council certified the Final Environmental Impact Report (FEIR) for the 2035 General Plan and 2035 Climate Action Plan; and

WHEREAS, the 2035 General Plan Land Use Policy 2.A.3 - Agricultural Mitigation reads, "For impacts to agricultural land within the ULL, require one acre to be permanently conserved for every acre converted to urban development (1:1 ratio). The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located outside of, but as close to the Woodland Urban Limit Line as possible."; and

WHEREAS, Implementation Program 2.26 of the 2035 General Plan calls for the development and adoption of an Agricultural Mitigation Ordinance that evaluates appropriate mitigation ratios and easement locations; and

WHEREAS, the City reviewed the proposed Agricultural Mitigation Ordinance with staff and representatives from the Yolo Habitat Conservancy, Local Agency Formation Commission, Yolo Land Trust, Natural Resources Conservation Service, and Chamber of Commerce and comments received contributed to drafting of the Ordinance.

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

Section 1. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Chapter 33 of Title 15 is hereby added to the City of Woodland Municipal Code to read as follows:

CHAPTER 15.33 AGRICULTURAL MITIGATION

15.33.010	Purpose
15.33.020	Definitions
15.33.030	Mitigation Requirements
15.33.040	Agricultural Mitigation Implementation
15.33.050	Compliance

15.33.010 Purpose

(a) The purpose of this Chapter is to implement the agricultural land conservation policies contained in the City of Woodland 2035 General Plan with a program designed to permanently protect agricultural land located in Yolo County.

(b) The City Council of the City of Woodland finds that this chapter is necessary for the following reasons: California is losing farmland at a rapid rate; Yolo County farmland is of exceptional productive quality; loss of agricultural land is consistently a significant impact under CEQA in development projects; the Woodland 2035 General Plan has policies to preserve farmland; the city is surrounded by farmland; the continuation of agricultural operations preserves the landscape and environmental resources; loss of farmland to development is irreparable, and agriculture is an important component of the city's economy; and losing agricultural land will have a cumulatively negative effect on the economy of the city.

15.33.020 Definitions

For purposes of this chapter, the following definitions shall apply:

(a) **Agricultural land or farmland.** Those land areas of the city and/or unincorporated Yolo County, regardless of current General Plan and Zoning Designation, that are either currently used for agricultural purposes or that are substantially undeveloped and capable of agricultural production. Land that is determined to be incapable of supporting the production of agricultural commodities that would yield a reasonable economic return is excluded from this definition and does not require agricultural mitigation under this section. Any such determination shall be made by the City Council on a permit (or other) application upon review of evidence at the time of permit (or other) application.

(b) **Agricultural mitigation land.** Agricultural land encumbered by a farmland deed restriction, a farmland conservation easement, or such other farmland conservation mechanism acceptable to the city.

(c) **Agricultural use.** Use of land for the purpose of producing food, fiber, or livestock for commercial purposes.

(d) **Farmland conservation easement.** The granting of an easement over agricultural land for the purpose of restricting its use to agricultural uses. The interest granted pursuant to a farmland conservation easement is an interest in land that is less than fee simple.

(e) **Prime farmland.** Prime farmland shall generally mean farmland that meets the criteria applied by the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection. Farmland shall also be considered prime farmland for purposes of this section if it meets the definition of "prime agricultural land" in Government Code Section 51201. Additionally, land that is not currently in production shall also be considered prime farmland under this section if, in the reasonable judgment of the City Council, it would be considered prime farmland under either of the foregoing definitions if it was in active production.

(f) **Qualifying entity.** A nonprofit public benefit 501(c)(3) corporation or other entity eligible to hold a conservation easement for mitigation purposes under California law, including but not limited to Civil Code Section 815, operating in Yolo County for the purpose of conserving and protecting land in its natural, rural, or agricultural condition. The City will consider the following criteria when considering a proposed agricultural conservation entity for these purposes, and when monitoring the performance of qualifying entities over time:

(1) Whether the proposed entity is a non-profit organization or other entity eligible to hold a conservation easement for mitigation purposes under Civil Code Section 815.3 that is either based locally, is statewide, or is a regional branch of a national non-profit organization whose principal purpose is holding and administering agricultural conservation easements for the purposes of conserving and maintaining lands in agricultural production;

(2) Whether the entity has a long-term proven and established record for holding and administering easements for the purposes of conserving and maintaining lands in agricultural production;

(3) Whether the entity has a history of holding and administering easements in Yolo County for the foregoing purposes, including annual compliance monitoring;

(4) Whether the entity has adopted the Land Trust Alliance's "Standards and Practices" and is operating in compliance with those Standards and Practices; and

(5) Any other information that the City finds relevant under the circumstances. A local public agency may be an easement co-holder if that agency was the lead agency during the environmental review process or if otherwise authorized by the Board of Supervisors to co-hold a conservation easement. The City also favors that applicants transfer easement rights directly or indirectly (i.e., through a transaction involving a third party) to the qualifying entity in accordance with that entity's procedures. The City retains the discretion to determine whether the proposed agricultural conservation entity identified by the applicant has met the criteria delineated above.

(g) **Urban Development.** Development consisting of residential, industrial, commercial, and/or institutional uses.

15.33.030 Mitigation requirements

(a) Mitigation for the loss of agricultural land shall be required whenever the City Council approves a General Plan Amendment and/or rezone for urban development on agricultural land or farmland as defined herein. For every acre converted to urban development, one (1) acre of mitigation shall be required (1:1 ratio), except as otherwise required herein.

(b) Agricultural mitigation land shall be of same quality of land or higher than the land being converted. Determination of quality shall be based on the most current classification from the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection and take into consideration any utilization of the property that may have changed the farmland quality. The City may require assessment such as Revised Storie Index Rating or Use of Land Evaluation and Site Assessment (LESA) be conducted to determine the quality of converted and/or agricultural mitigation land to ensure equivalent quality of the agricultural mitigation land.

(c) The following uses and activities shall be exempt from the requirements of this Ordinance:

(i) Affordable housing projects, where all of the units are affordable to extremely low, very low, or low income households, as defined in Chapter 15.16 of the City of Woodland Municipal Code (Affordable Housing); and

(ii) Public facilities such as parks, greenbelts, schools, cultural institutions, and other public agency facilities and infrastructure that do not generate revenue. The applicability of this exemption to public facilities and infrastructure that do not generate revenue shall be evaluated by the City Council on a case-by-case basis. The City Council may partly or entirely deny the exemption if it determines the additional cost of complying with this program does not jeopardize project feasibility and no other circumstances warrant application of the exemption.

15.33.040 Agricultural Mitigation Implementation

Agricultural mitigation required by this section shall be implemented as follows:

(a) **Location, Generally.** Agricultural mitigation lands shall be located wholly within Yolo County.

(b) **Adjustment Factors.** The following adjustment factors shall be applied, where relevant, to modify the base ratio:

(i) Mitigation of agricultural land or farmland occurring on lands beyond four (4) miles from the Urban Limit Line of the City of Woodland shall be mitigated at a ratio of 2 acres of conservation for every acre converted (2:1 ratio).

(ii) Mitigation of agricultural land or farmland consisting of an agricultural easement on land that is determined to be of lesser quality than the land being converted, but not lower than level of Statewide Importance, shall require a mitigation ratio of two (2) acres of conservation for every acre converted (2:1 ratio).

(iii) Mitigation of agricultural land or farmland that meets both factors above shall require a mitigation of three (3) acres of conservation for every acre converted (3:1 ratio).

(iv) For projects that are required under CEQA to mitigate for habitat loss associated with conversion of agricultural land and that mitigate for such impact by providing a habitat conservation easement on agricultural land in a priority habitat conservation area and in a manner consistent with the Yolo Habitat Conservation Plan, shall receive one (1) acre of agricultural mitigation credit for every one (1) acre of habitat conservation easement that meets this criteria. To receive the credit, the habitat conservation easement lands must first be approved by the Yolo Habitat Conservancy Board. The City shall then make a determination whether the easement property meets the definition of agricultural land as defined in Section 15.33.020 of this Chapter.

15.33.050 Compliance

(a) If the area to be converted is twenty (20) acres or more in size, subject to the exception in (c), below, compliance with this Ordinance shall consist of granting, in perpetuity by evidence of recording into the public record, a farmland conservation easement to a qualifying entity with the City of Woodland as a third party beneficiary, for the quantity and quality of land required herein, together with the provision of funds sufficient to compensate for all administrative costs incurred by the qualifying entity and the City as well as funds needed to establish an endowment to provide for monitoring, enforcement, and all other services necessary to ensure that the conservation purposes of the easement are maintained in perpetuity.

(b) If the area to be converted is less than twenty (20) acres in size, compliance with this Ordinance shall consist of payment of an in-lieu fee established by the City to purchase a farmland conservation easement consistent with the provisions of this section; and the payment of fees in an amount established by the City to compensate for all administrative costs incurred by the City inclusive of endowment funds for the purposes set forth in subsection (a), above. The in-lieu fee, paid to the City, shall be used for agricultural mitigation purposes only (i.e. purchases of conservation easements and related transaction and administrative costs).

(c) If the City or a qualifying entity establishes a local farmland mitigation bank and sufficient credits are available at a total cost not exceeding the in lieu fee (and all related transactional and similar costs), projects of 20 acres or less shall satisfy their farmland mitigation requirement by purchasing credits from the mitigation bank in a quantity sufficient to discharge the mitigation obligations of the project under this section. Projects converting more than twenty (20) acres of farmland may also purchase credits to discharge their farmland mitigation requirement, in lieu of providing an easement. A farmland mitigation bank must be approved by the City Council for local (i.e., within Yolo County) mitigation needs based

upon a determination that it satisfies all of the farmland mitigation requirements of this section. Landowners and project applicants that conserve more farmland than necessary to satisfy their mitigation obligations may seek approval of a farmland mitigation bank through an application process to be developed by the City.

(d) Agricultural mitigation shall be completed as a condition of approval prior to the acceptance of a final parcel or subdivision map, or prior to the issuance of any building permit for development projects that do not involve a map.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. CEQA. The proposed adoption of an Agricultural Mitigation Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under Section 15183, “Projects Consistent with a Community Plan or Zoning,” as it was directed by the Woodland General Plan 2035 through Policy 2.A.3 which was supported by the Woodland General Plan 2035 Environmental Impact Report. The requirement of agricultural mitigation is a protective measure, and seeks to aid in the preservation of farmland within the City’s Urban Limit Line.

Section 5. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED by the City Council this 19th day of February, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.5.
SUBJECT: Green Means Go - Greenhouse Gas Reduction Program

Recommendation for Action: Staff recommends that the City Council 1) receive information concerning the Green Means Go pilot program which is intended to lower greenhouse gas emissions in the SACOG region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips; and 2) adopt Resolution No. _____, supporting the Green Means Go - Sacramento Region Green House Gas Reduction Pilot Program.

Staff Contact:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

The Green Means Go proposes a grant based program to assist communities through SACOG funded, local pilot project, though the amount of the grants is currently unknown nor whether a grant match will be required.

Background:

The Sustainable Communities and Climate Protection Act of 2008, Senate Bill (SB) 375, was enacted a decade ago and recognized the importance of integrating planning for land use, transportation, and housing to support climate objectives. The law created a collaborative planning framework between the State and its regional Metropolitan Planning Organizations (MPOs), as well as between the MPOs and their member agencies. The State and Sacramento Area Council of Governments (SACOG) region face an ambitious state-mandated per-capita greenhouse gas reduction target of 19 percent by 2035. To help communities address this ambitious target, SACOG will be proposing a multi-year pilot program to the State requesting funding to assist accelerating the types of development that will help achieve the environmental goals.

Senate Bill 375 requires an MPO like SACOG to include a Sustainable Communities Strategy (SCS) as part of the regional transportation plan and requires that the SCS meet a greenhouse gas reduction target set by the Air Resources Board (ARB). The reduction target is evaluated and updated every four years concurrent with each SCS update cycle. The first two SCS plans had a reduction target of 16%. The ARB set the target for the upcoming MTP/SCS at 19 percent in March of 2018. The targets are expressed as a percent change in per-capita passenger vehicle greenhouse gas emissions relative to 2005. This is a different metric than used in the City's Climate Action Plan, which is based on the totality of emissions from all sources.

On May 16, 2017 the City of Woodland adopted the 2035 General Plan and 2035 Climate Action Plan. The City's 2035 CAP GHG reduction target was set consistent with the State's own 2030 and 2050 reduction targets as presented in Assembly Bill (AB) 32, 2006 and Senate Bill (SB) 32, 2016. The emission target for 2035 adopted in the Climate Action plan will result in emissions that are nearly 53% below 2005 levels. Legislation did not limit future population or employment growth to reduce emissions. Rather, it is the State's goal to achieve emissions reductions while population and employment continue to increase, which means that new growth will need to become more efficient from an emissions generation standpoint. Woodland's CAP included an assumption that statewide actions would provide approximately 66.6% of reductions needed for

local target achievement. The City's remaining 2035 reduction target of 111,645MT CO₂e/yr are to be addressed through local CAP strategies. The CAP assumed efficiencies from multiple sectors including transportation, energy, solid waste, water and wastewater, and municipal operations.

Discussion:

SACOG staff have developed a concept program to address regional vehicle emissions reduction requirements. *Green Means Go*, is a proposed multi-year pilot program designed to facilitate projects and actions that will lower greenhouse gas emissions in the six-county Sacramento region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips. Local jurisdictions will designate Green Zones, in which they must take specific actions to promote infill development and reduce existing barriers and provide new transportation options. State funding is needed to help implement these action and further incentivize local development and housing production. Green Zones, in partnership with state funding and local government action, will create targeted infill and compact development, increase housing and transportation options, and promote shorter, fewer, and cleaner vehicle trips. It is unclear at this time how the grant program will be structured, whether simply qualified or competitive. Green Zones are defined as follows:

- Established by local jurisdictions in areas that have infill capacity, and be in an area planned for intensification, and in a SACOG identified center/corridor or established community designation;
- Encourage transit providers to work with a city or county to establish a Transit Green Zone within the City's Green Zone; and
- Requires the jurisdictions make targeted actions in Green Zones in at least one of three identified program areas to qualify for funding.

SACOG staff has requested that each jurisdiction propose one or more pilot programs to identify possible future green zone locations as well as potential pilot projects. These pilot program concepts are only intended to provide plausible ideas, and communities will be able to structure or vary a new program should funding be provided by the State.

Within the City, specific Green Zones can be overlain on corridors, such as Main Street, East Street, and possibly Kentucky Avenue and follow the boundaries of the Downtown Mixed Use District. In fact, the majority of the City, except newly developing specific plan areas, could be considered a Green Zone for this purpose. A menu of programs or actions may be considered in the Green Zones. Examples of programs that can be evaluated include the utilization of state funds to back-fill a specific city required development fee, resulting in reduced fees overall, thereby benefiting new infill development. Or, a program which is more specifically targeted may be developed, as example to assist in funding efficient transportation programs to assist targeted populations. SACOG recommends that proposed pilots encompass as many actions, investments, and options as possible that leverage GHG and VMT reduction, and increase housing. More specific proposals are included in Attachment A.

Conclusion:

Staff recommends that the City Council 1) receive information concerning the Green Means Go pilot program which is intended to lower greenhouse gas emissions in the SACOG region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips; and 2) adopt Resolution No. _____, supporting the Green Means Go - Sacramento Region Green House Gas Reduction Pilot Program.

Prepared By: Cindy Norris, Principle Planner



Paul Navazio
City Manager

Attachments:

1. Green Zone and Pilot Project Descriptions
2. Draft Green Means Go Reso

Green Means Go Proposed Pilot Programs

SACOG staff have developed a concept program to address regional vehicle emissions reduction requirements. *Green Means Go*, is a proposed multi-year pilot program designed to facilitate projects and actions that will lower greenhouse gas emissions in the six-county Sacramento region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips. Local jurisdictions will designate Green Zones, in which they must take specific actions to promote infill development and reduce existing barriers and provide new transportation options.

SACOG staff has requested that each jurisdiction propose a pilot program to identify possible future green zone locations as well as potential pilot projects. These pilot program concepts are intended to provide plausible ideas should funding be provided by the State.

The ideal pilot program should incorporate the following:

Accelerate Infill

- Reduce impact fees
- Reduce parking requirements
- Increase density
- Incentivize Accessory Dwelling Units
- Expedite zoning variances
- Establish a land bank
- Develop or implement specific plans or studies
- Develop or implement specific infrastructure plan
- Establish a Transportation Demand Management program
- Financial support of specific local actions
- Infrastructure improvements that serve a Green Zone
- Financial assistance directed at small, infill projects (e.g. guaranteeing or facilitating low interest construction loans or gap funding for qualifying projects)
- Land acquisition fund to prepare for an impending recession to help communities rebound more quickly
- Enhance infill markets (e.g. building façade renewal or building community assets such as a park, community center, or library)

Reduce VMT / Increase Walking, Biking, Transit

- Transportation Demand Management program
- Incentivize alternative transportation options
- Safety improvements that encourage walking
- Bicycle and pedestrian improvements and plans
- Microtransit
- Car share
- Fare prepay system
- Express buses serving the Green Zone
- Additional increased transit options
- Financial support of specific local actions

Accelerate EV Deployment

- Electric Vehicle infrastructure investment
- Electric Vehicle carshare program
- Electric Vehicle TNC/ride hailing fleet
- Financial support of specific local actions

Green Means Go Proposed Pilot Programs

Possible Green Zones within the City of Woodland:

GREEN ZONE	DESCRIPTION AND LOCATION
East Street South of Main Street	Mirroring the location of the land use districts located south of Main Street including the Corridor Mixed Use East Street and the Downtown Specific Plan District E2, which incorporates parcels bordering East Street varying approximately 250 to 650 feet in depth.
East Street North of Main Street	Mirroring the location of the land use district located north of Main Street including the Corridor Mixed Use East Street and a portion of the Downtown Specific Plan Districts A2 and E1 varying in depth from 200 to 800 feet in depth.
Armfield Node	A distinctive neighborhood area located at the north east corner of East and Main Streets, which has historical context as a prior labor workforce housing that is along the north border of the Sierra Northern Railway. The area is approximately 1,600 feet deep as measured from East Street and 980 feet as measured from Main Street and encompasses a mix of older modest single family housing, small industrial or service oriented uses, vacant land. The area has long been considered a possible redevelopment site with direct connection to the downtown core located to the west of East Street.
Downtown Core	The Downtown core mirrors the City's Downtown Specific Plan boundaries and covers approximately 139 acres. The Core area is bounded by Cleveland Street to the west, North Street to the north, East Street to the east and Lincoln Street to the south. The Downtown Core has a diverse mix of uses, and includes the greatest concentration historic structures in the City, including the identified National Register Historic Downtown. The downtown provides some of the greatest potential for increasing urban infill densities and transit use.
West Main Street Zone - west of Cleveland	Main Street west of Cleveland and east of County Road 98 is an older auto centric corridor primarily developed prior to city incorporation. Some older auto based centers were developed in the city in the late 1970s and early 1980s that are ripe for redevelopment. A few remaining vacant or underdeveloped properties are located west of Ashley Street, creating a potential new mixed use neighborhood center node at the far west end of Main Street adjacent to key daily services that already exist.
Main Street east of Matmor	Main Street east of Matmor Road is primarily commercial and industrial in nature and current General Plan land uses do not include residential uses in these areas.

Green Means Go Proposed Pilot Programs

Possible Pilot Programs within designated Green Zones:

PILOT	DESCRIPTION	ESTIMATED COST/ METRICS ACHIEVED
By Right Infill Standards	Evaluate all potential areas in the Downtown, and possibly Corridor Mixed Use areas where infill development can occur and develop “by-right” standards that will apply to new residential infill development. The standards will necessarily need to take into account the historic nature of the Downtown and its residential neighborhoods, and create appropriate and acceptable standards. Development of these standards will involve the following: 1. Extensive community and development engagement 2. Identification of potential redevelopment opportunity for parcels that are either vacant or underutilized 3. Facilitate the production of very low, low and moderate income housing 4. Develop area specific design standards 5. Accelerate EV deployment 6. Propose a range of development incentives 7. Demonstrate VMT and GHG reductions through new connections, etc. Utilize staff and consultants to develop an effective and appropriate plan	\$75,000 Expedite Infill Reduced parking req. Increased certainty Increase density Support local actions Incentivize ADU Implement Master Plan Infrastructure Plan TDM program Alternative transportation Bike and Ped Improvements Enhanced transit option EV car share EV infrastructure investment
Armfield Master Plan	Located in the Armfield Node Green Zone, the master plan would provide a comprehensive strategy to facilitate new urban infill housing and mixed uses in combination with transit options. The master plan development process would encompass the following: 1. Extensive community and development engagement 2. Potential redevelopment on parcels that are either vacant or underutilized 3. Potential redevelopment of a linear rail parcel north of Main Street with a) Transit Center or b) other mixed use development 4. Develop a circulation plan to ensure adequate connectivity in the area and allow connection to the Yolo County Housing Authority parcels to the north. 5. Encourage appropriately scaled redevelopment of the corner parcel at the NEC of Main and East Streets 6. Facilitate the production of very low, low and	\$200,000 Accelerate Infill Reduced parking req. Increase density Increased certainty Facilitate local actions Incentivize ADU Implement Master Plan Infrastructure Plan TDM program Alternative transportation Bike and Ped Improvements Enhanced transit option EV car share EV infrastructure investment

Green Means Go Proposed Pilot Programs

	moderate income housing 7. Develop area specific design standards 8. Require EV deployment 9. Develop a range of development incentives 10. Demonstrate VMT and GHG reductions through new connections, etc. Utilize staff and consultants to develop an effective and appropriate plan	
West Main Street Node Master Plan	Located in the West Main Street Green Zone between County Road 98 and Ashely Avenue primarily on the north side of Main Street. The proposal will be to develop a master plan that encompasses multiple parcels in order to provide a cohesive circulation and block design for the entire area to facilitate and incentive future urban mixed use infill development with a primary goal to reduce the auto centric nature of this portion of Main Street. The master plan development process would encompass the following: 1. Extensive community and development engagement 2. Potential redevelopment on parcels that are either vacant or underutilized particularly the vacant five-acre parcel located at the NWC of Ashely and Main Street. 3. Develop a circulation plan to ensure adequate connectivity in the area and encourage development by multiple entities including local development groups. 4. Encourage appropriately scaled redevelopment of the corner parcel at the NEC of Main and County Road 98. 5. Develop area specific design standards 6. Require EV deployment 7. Develop a range of development incentives 8. Demonstrate VMT and GHG reductions through new connections, etc. Utilize staff and consultants to develop an effective and appropriate plan	\$ 150,000 Accelerate Infill Reduced parking req. Increase density Increased certainty Facilitate local actions Incentivize ADU Implement Master Plan Infrastructure Plan TDM program Alternative transportation Bike and Ped Improvements Enhanced transit option EV car share EV infrast. investment
Infill Housing Assistance Programs	Establish financial assistance program to help fill the financing gap and secure lending on mixed use and residential infill projects. Could be in the form of loan guarantee or off-set of impact fees necessary to balance the project proforma. Assistance based on per unit of housing generated targeted to smaller micro / studio / 1brdroom units. Targeted in any of the designated Green	\$250,000 - \$500,000

Green Means Go Proposed Pilot Programs

	Zones within the community.	
Woodland - UC Davis Express Transit	Approximately 2,500 UC Davis parking permits are issued to Woodland residents who work or attend school at the core campus. Recent survey results indicate that commuters to campus would be interested in utilizing alternatives to commuting by single occupant vehicle to campus if available and convenient. Proposal would be to collaborate with UC Davis, TAPS, Unitrans, Yolo Bus, and/or private ride sharing and vanpool services to provide alternative(s) to commuting by single occupant vehicle.	\$100,000 Reduce parking demand / permits issued Reduce VMT Reduce congestion on local roads and campus

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
SUPPORTING THE GREEN MEANS GO - SACRAMENTO REGION GREEN HOUSE
GAS REDUCTION PILOT PROGRAM**

WHEREAS, the City of Woodland is a member of the Sacramento Area Council of Governments;
and

WHEREAS, the region faces an ambitious state-mandated per capita greenhouse gas reduction target of 19 percent by 2035 for the upcoming Metropolitan Transportation Plan/Sustainable Communities Strategy; and

WHEREAS, the City of Woodland is committed to helping the Sacramento region meet its 19 percent greenhouse gas reduction target while, at the same time, providing more housing and transportation choices and advancing economic prosperity; and

WHEREAS, SACOG and its member local governments must work in partnership with the state in order to support housing and transportation projects that will help the region and the state achieve our environmental goals; and

WHEREAS, the Green Means Go pilot project will be a meaningful and measurable effort to catalyze and advance projects and programs that accelerate infill housing, travel options, and electric vehicle deployment; and

WHEREAS, the Green Means Go Sacramento regional pilot program will create immediate funding pipelines to launch projects; and

WHEREAS, the City of Woodland urges SACOG to continue efforts to secure implementation funding in the state budget; and

NOW THEREFORE, BE IT RESOLVED, that the City of Woodland is committed to helping the State of California and the SACOG region reach its 19 percent greenhouse gas reduction goal through implementation of the Green Means Go pilot project.

PASSED AND ADOPTED by the City Council this 5th day of March, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.6.
SUBJECT: Approve Contract with Laugenour and Meikle for 2020 Sewer and Water Main Replacement Project, CIP #20-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, 2020 Sewer and Water Main Replacement Project, CIP #20-07; 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$264,970 for the design of the 2020 Water Main Replacement Project, CIP #20-07; 5) Authorize a contingency of up to 10% (\$26,497) for the design of the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

Staff Contact:

Tim Busch, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:

The funding for CIP #08-21, Annual Sewer Repair and Replacement is included in the Capital Budget approved by City Council on June 19, 2018. The funding source is the Sewer Enterprise Fund. The budget includes funding for the annual program of the replacement of failing sewer infrastructure. CIP #08-21 has a budget of \$750,000 in FY 18/19 and a current balance of approximately \$2,700,000. Additional Sewer Enterprise funding for construction will be through CIP #14-03, Replacement of Sewer Laterals for the lateral portion of the work and also CIP #14-15, Large Diameter Wastewater Pipeline Repair, Replacement, and Lining for portions of the project.

The funding for CIP # 09-23, Water System Leak Detection Maintenance and Repair is included in the Capital Budget approved by City Council on June 19, 2018. The funding source is the Water Enterprise Fund. The budget includes funding for the annual program of the replacement of aging water infrastructure. The CIP # 09-23 has a budget of \$2,708,017 in FY 18/19 and a current balance of approximately \$3,400,000.

The design contract in the amount of \$264,970 and contingency in the amount of \$26,497 are funded through CIP #08-21 and CIP #09-23. The estimated total project budget is \$6,600,000 and the budget will be updated after construction bids are received. Authorization to Bid and Construction Contract Award will be presented to Council for approval at a future date.

There is no impact to the General Fund.

Background:

City Engineering and Operations staff identified several locations in the City that have the greatest occurrence

of water main and lateral breaks and leaks, and prioritized the areas for repair and replacement. The areas prioritized for replacement are streets with two-inch (2") cast iron water mains located behind sidewalks. The majority of these water mains were constructed between 1917 and 1954 and are in need of replacement. The 2" water mains have been experiencing an increasing number of breaks in recent years. The City has approximately 130,000 lineal feet of streets with 2" diameter cast iron pipe that were installed prior to 1965. This is the third phase of a multi-year project which will annually identify locations for water and sewer repair and replacement.

The sewer collection system is evaluated according to the Sewer System Management Plan guidelines. Each sewer pipe has a condition rating that is regularly updated. Additionally, every 3 years, the City's sewer system hydraulic model is updated and capacity deficiencies are identified. The hydraulic model identified the need to transfer sewer flows from the Beamer Trunk Sewer to the Gibson Trunk Sewer in the 2012, 2015, and 2018 updates to correct an existing deficiency and provide capacity to downtown redevelopment. The goal of both of these efforts is to eliminate sewer overflows and provide adequate sewer capacity to downtown. The existing sewer pipes planned for replacement are all between 93-120 years old and have condition ratings that warrant replacement. The new interceptor sewer on East Street is the first segment of the capacity reallocation project to transfer sewage flows from Beamer interceptor sewer to the Gibson interceptor sewer.

The existing water main on Gibson Road between East Street and West Street was constructed between 1942 and 1949 and is between 70 to 77 years old. There is also a 2-inch diameter back of sidewalk service main that would be eliminated with this project. The existing sewer was constructed between 1947 and 1960 and has a large number of defects that need to be addressed.

Additionally, the City intends to reconstruct Gibson Road in 2021 and this project will address water and sewer utility issues ahead of that project.

Discussion:

Based on the prioritization, this project was designed to repair and replace the water mains and laterals on Gibson Road between East and West Streets. Approximately 5,300 linear feet of mainline water pipe will be replaced by the project. This is an area with two-inch (2") cast iron water mains located behind sidewalks with a ten-inch (10") diameter main in the street. These mains are notorious for problems such as breaks and leaks. The project will construct a new 8-inch diameter main in the street and connect the residences with new polyethylene services. Once completed, the project will result in more reliable water pressure and uninterrupted water service for approximately 110 residences.

The existing sewer system on Gibson between East and West Streets consists of both an 8-inch sewer collection main and an 18-inch diameter interceptor sewer. Both sewers have significant defects that need to be addressed. It is anticipated that the repair work will include a mix of pipe lining and replacement. Additionally, several of the sewer laterals need to be rehabilitated. The sewer work on Gibson includes more than 10,000 feet of sewer and 110 laterals.

The work includes the first phase of a multi-year project to reallocate sewer capacity from the Beamer interceptor sewer to the Gibson interceptor sewer. This phase of work includes approximately 2,000 feet of 18-inch diameter sewer along East Street from Gibson Road to Gum Street.

The work also includes completing an intertie of two sewer interceptor sewers in the Gibson Road and CR102 intersection. The work is necessary to balance sewer flows between the two sewer pipelines that extend east from the intersection to the wastewater treatment plant.

L&M was selected for the project through a quality based selection process and is on the City's on call list for engineering design firms. The engineering design contract with L&M includes the engineering design services required to prepare final plans and specifications and bidding services. The design services generally include:

- Project Management which includes coordination with City Staff and other City consultants and quality assurance and control.
- Conduct topographic survey and base mapping.
- Prepare public improvement plans for water main replacement, which includes 65%, 90%, and final design documents, construction cost estimating, and construction schedule.
- Assistance with the bidding process.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, 2020 Sewer and Water Main Replacement Project, CIP #20-07; 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07 to provide for the project design budget; 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$264,970 for the design of the 2020 Water Main Replacement Project, CIP #20-07; 5) Authorize a contingency of up to 10% (\$26,497) for the design of the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

Prepared By: Tim Busch, Principal Utilities Civil Engineer

Reviewed By: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Project Map
3. COW - 2020 Water & Sewer Project PL

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR
ENGINEERING CONSULTING SERVICES FOR THE 2020 SEWER AND WATER
MAIN REPLACEMENT PROJECT, CIP# 20-07**

WHEREAS, the City wishes to create a new capital project, 2020 Sewer and Water Main Replacement Project, CIP #20-07; and

WHEREAS, the City wishes to appropriate \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07; and

WHEREAS, the City wishes to appropriate \$200,000 from the Annual Sewer Repairs & Replacement Project, CIP 08-21 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07; and

WHEREAS, the City wishes to enter into a Design Contract with Laugenour & Mickle, Inc. for the 2020 Sewer and Water Main Replacement Project, CIP #20-07 for an amount of \$264,970 and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to have a design contingency of up to 10% of the design contract amount (\$26,497); and

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

Section 1. The City Council hereby creates a new project, the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

Section 2. The City Council hereby approves an appropriation of \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP# 09-23 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

Section 3. The City Council hereby approves an appropriation of \$200,000 from the Annual Sewer Repairs & Replacement Project, CIP 08-21 to the 2020 Sewer and Water Main Replacement Project, CIP #20-07.

Section 3. The City Council hereby approves the Design Contract with Laugenour & Mickle, Inc. in the amount of \$264,970 and hereby approves a ten (10%) percent design contingency in the amount of \$26,497. The City Manager is hereby authorized and directed to execute the contract,

subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

PASSED AND ADOPTED this 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

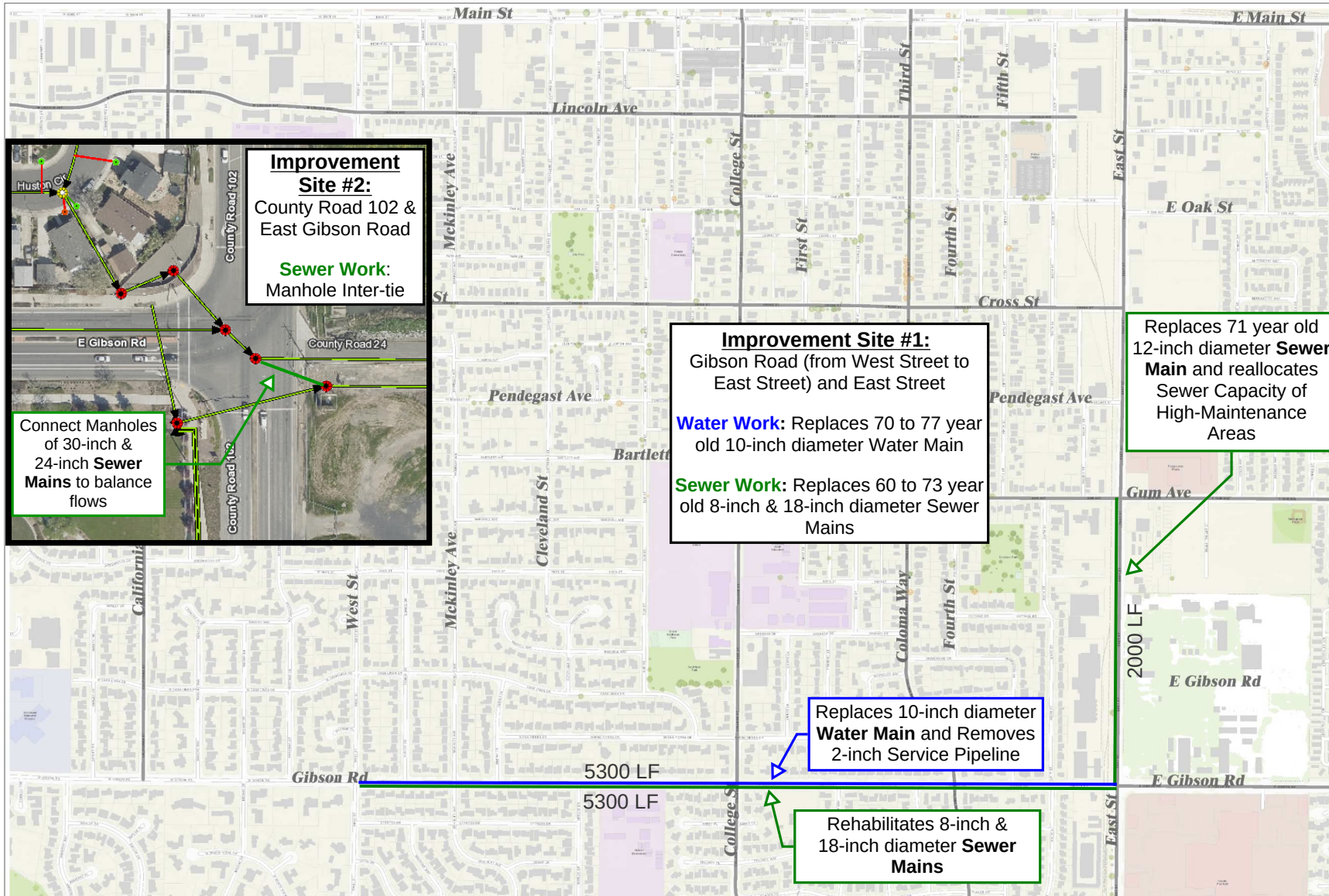
ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

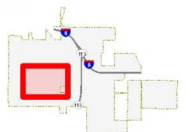
Ana B. Gonzalez, City Clerk

2020 Sewer and Water Replacement Project



Legend

- Water Main Work
- Sewer Main Work
- Sewer Manhole Intertie



0.51 0 0.25 0.51 Miles

© City of Woodland 2018

1: 8,000.00



February 11, 2019

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

Re: **Proposal for 2020 Water & Sewer Project, Woodland, California**

Dear Mr. Busch:

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

This proposal is an estimate based on project limits shown on the enclosed Exhibit "C" and Exhibit "D".

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



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

Enclosure

**AUTHORIZATION TO BEGIN WORK PRIOR TO
CONTRACT PREPARATION:**

CLIENT SIGNATURE

DATE

EXHIBIT “A”

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule and budget for all project activities.
- Coordination calls with Client.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.
- Support costs are based on a time and materials estimate per work item requested.

B. TOPOGRAPHIC SURVEY & BASE MAPPING (GIBSON ROAD BETWEEN WEST STREET & EAST STREET AND EAST STREET BETWEEN GUM AVENUE & EAST STREET):

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Assumes that the City will have site marked for USA utility locations.
- Topographic survey for water line replacement design, including setting project control and benchmarks for sites as indicated per the project limits shown on the enclosed Exhibit “C”.
- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Traffic control allowance during time that field crew is collecting existing utility inverts for design (\$15,000 allowance).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

C. TOPOGRAPHIC SURVEY & BASE MAPPING (GIBSON ROAD & COUNTY ROAD 102 INTERSECTION):

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Assumes that the City will have site marked for USA utility locations.
- Topographic survey for sewer intercept design, including setting project control and benchmarks for the project limits shown on the enclosed Exhibit “D”.

- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

D. POTHOLING (ALLOWANCE):

- Potholing for existing utilities for new water line crossing.
- Potholing to be performed by subconsultant (\$30,000 allowance).

E. PUBLIC IMPROVEMENT PLANS FOR GIBSON ROAD WATER MAIN IMPROVEMENTS:

- Review Client requirements and City Standards.
- Prepare water line replacement improvement plans per City Design and Construction Standards. Plans will only be prepared per the project limits shown on the enclosed Exhibit "C".
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

F. APPLICATION & COORDINATION WITH RAILROAD FOR PUBLIC IMPROVEMENTS:

- Prepare application for proposed improvements within Railroad right-of-way.
- Coordinate meetings between Railroad and City regarding project proposed improvements.

G. PUBLIC IMPROVEMENT PLANS FOR GIBSON ROAD SEWER REHABILITATION:

- Review Client requirements and City Standards.
- Prepare improvement plans for sewer rehabilitation along Gibson Road per City Design and Construction Standards. Sewer rehabilitation improvements will be part of water line replacement plans for the project limits shown on the enclosed Exhibit "C".
- Assumes that the City will provide video data, reports, and recommendations indicating location and type of rehabilitation needed for 8-inch and 18-inch sewer mains along Gibson Road.
- Sewer lateral replacements will be based on information provided by the City video data, reports, and recommendations.

- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

H. PUBLIC IMPROVEMENT PLANS FOR NEW EAST STREET SEWER:

- Review Client requirements and City Standards.
- Prepare improvement plans for new sewer along East Street per City Design and Construction Standards. Sewer improvements will be part of water line replacement plans for the project limits shown on the enclosed Exhibit “C”.
- Assumes that the City will provide master plan and reports regarding phases of sewer improvements along East Street.
- Sewer lateral replacements will be based on information provided by the City video data, reports, and recommendations.
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

I. PUBLIC IMPROVEMENT PLANS FOR GIBSON ROAD & COUNTY ROAD 102 INTERSECTION SEWER IMPROVEMENTS:

- Review Client requirements and City Standards.
- Prepare improvement plans for new sewer intercept at Gibson Road and County Road 102 intersection. Sewer improvements will be part of water line replacement plans for the project limits shown on the enclosed Exhibit “D”.
- Assumes that the City will provide master plan and reports regarding sewer improvements at Gibson Road and County Road 102 intersection.
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

J. SWPPP (EROSION CONTROL PLAN ONLY):

- This proposal assumes the disturbed area will be less than one (1) acre; therefore, a Storm Water Pollution Prevention Plan is not required.
- Prepare erosion and sedimentation control plan.
- Excludes Qualified SWPPP Practitioner (QSP) services which are required for implementation and monitoring of SWPPP.

K. BIDDING & CONSTRUCTION ADMINISTRATION:

- Bidding assistance including written clarification of plans and specifications, preparation of addendums and attend pre-construction meeting.
- Attend meeting (progress and coordination meeting at Owner's request).
- Site visit during construction (per Owner's request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.
- Prepare as-constructed record plans and specifications (electronic and hard copy) based on Contractor's mark-ups (no field survey time).
- Costs are based on a time and materials estimate per work item requested.

II. COMPENSATION:

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

A. Project Management & Meetings	\$ 6,080.00
B. Topographic Survey & Base Mapping (Gibson Road Between West & East Streets & East Street Between Gum Avenue & East Street)	\$ 56,760.00
C. Topographic Survey& Base Mapping (Gibson Road & County Road 102 Intersection).....	\$ 4,570.00
D. Potholing (Allowance)	\$ 34,920.00
E. Public Improvement Plans for Gibson Road Water Main Improvements	\$ 83,600.00
F. Application & Coordination With Railroad for Public Improvements.....	\$ 10,680.00
G. Public Improvement Plans for Gibson Road Sewer Rehabilitation.....	\$ 17,600.00
H. Public Improvement Plans for New East Street Sewer.....	\$ 29,200.00
I. Public Improvement Plans for Gibson Road & County Road 102 Intersection Sewer Improvements.....	\$ 11,960.00
J. SWPPP (Erosion Control Plan Only)	\$ 1,560.00
K. Bidding & Construction Administration.....	\$ 8,040.00

PROJECT TOTAL.....\$264,970.00

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

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

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

EXHIBIT “B”

RATE SCHEDULE

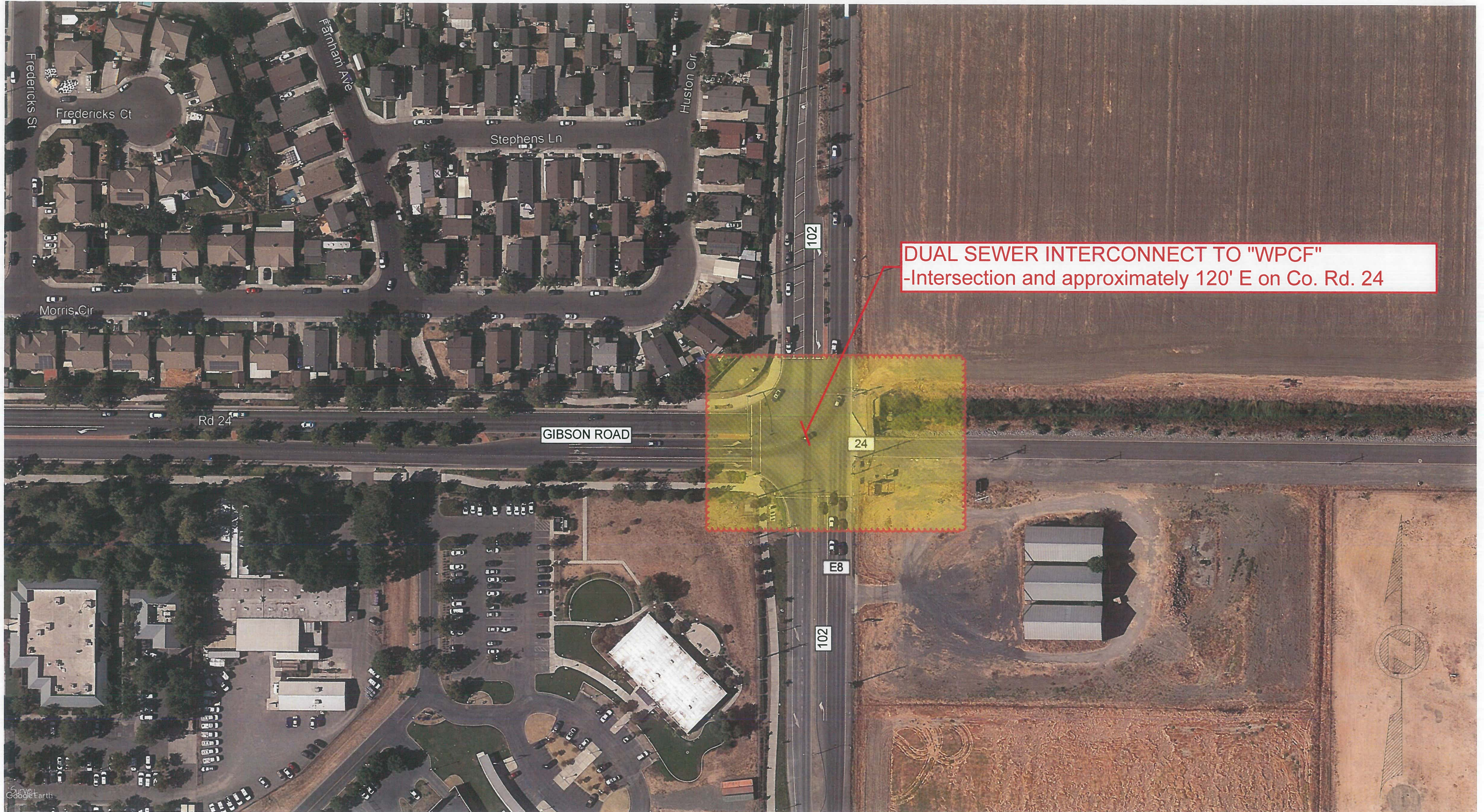
<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Principal Engineer	\$190.00
Principal Surveyor	\$190.00
Senior Engineer/Project Manager	\$180.00
Senior Engineer	\$170.00
Senior Surveyor	\$165.00
Associate Engineer	\$165.00
Surveyor	\$150.00
Assistant Surveyor	\$135.00
Assistant Engineer	\$135.00
Assistant Project Manager	\$135.00
Junior Engineer	\$125.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 80.00
Survey Technician	\$ 80.00
Technician	\$ 75.00
Clerical	\$ 60.00
Survey Party, 1-Man*	\$175.00
Survey Party, 2-Man*	\$270.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%

* Public Works Prevailing Wage Rate





DUAL SEWER INTERCONNECT TO "WPCF"
-Intersection and approximately 120' E on Co. Rd. 24



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.7.
SUBJECT: Approval of Final Map 4851, Country Oaks, and associated Subdivision Improvement Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that 1) approves Final Map 4851, Country Oaks, including the relinquishment of 5' of right of way on the north-south section of Betty Avenue; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector; and 2) approves conversion of the remainder of the right of way for the north south portion of Betty Avenue to a bicycle and pedestrian path; and 3) approves the Subdivision Improvement Agreement and authorizes and directs the City Manager to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

Staff Contact:

Bruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 38 lots are estimated to generate approximately \$1.1 million in development impact fees. Maintenance and water cost of the new City maintained landscape is estimated to be \$5,000 per year. This will be an impact to the General Fund supported General Landscape Maintenance Budget (not yet allocated).

Background:

The City approved the tentative map for 38 Single family lots on November 1, 2007.

Molly Avenue LLC, has completed all conditions required for the Tentative Map, and is requesting that the City approve the 38 lot Final Subdivision Map (SM) No. 4851, Country Oaks; and the associated Subdivision Improvement Agreement

Discussion:

The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, and conditions of approval.

As part of the project the existing north-south portion of Betty Way will be converted to a bicycle and pedestrian path with a commensurate reduction in the right of way from 25 feet to 20 feet. The project will construct a new north connection between Betty Avenue and Molly Avenue further east.

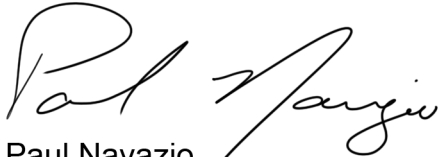
Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that 1) approves Final Map 4851, Country Oaks, including the relinquishment of 5' of right of way on the north-south section of Betty Avenue; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector; and 2) approves conversion of the remainder of the right of way for the north

south portion of Betty Avenue to a bicycle and pedestrian path; and 3) approves the Subdivision Improvement Agreement and authorizes and directs the City Manager to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

Prepared By: Bruce D. Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Subdivision Map
3. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAP 4851, COUNTRY OAKS, AND A SUBDIVISION
IMPROVEMENT AGREEMENT WITH MOLLY AVENUE LLC FOR
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

WHEREAS, City Planning Commission approved tentative map 4851 and Development Agreement on November 1, 2007 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Molly Avenue LLC, has completed the conditions of approval and has filed a final map for 38 lots; and

WHEREAS, the City of Woodland has reviewed the map and determined that it is technically correct and includes the merger and resubdivision of land to relinquish 5' of the Right of way on the north-south portion of Betty Avenue; and

WHEREAS, the remaining 20' of Right of Way on the north south portion of Betty Avenue is to be converted to a bicycle and pedestrian path; and

WHEREAS, the City of Woodland has determined that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 4851, Country Oaks, and the associated Sub Division Improvement Agreement 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 Final Map 4851, Country Oaks, including the relinquishment of 5' of right of way on the north-south section of Betty Avenue; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector.

Section 2. The City Council hereby approves conversion of the remainder of the right of way for the north south portion of Betty Avenue to a bicycle and pedestrian path.

Section 3. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary

Section 4. A copy of the Subdivision Improvement 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 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Main Street

East Main Street

College Street

East Street

Bourne Drive

Gibson Road

East Gibson Road

Farmers Central Road

Pioneer Avenue

Harry Lorenzo Ave

Heritage Parkway

HWY 113

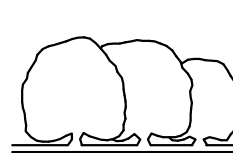
To Davis

To Sacramento

I-5



Country Oaks
Subdivision 4851



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
OR SUBDIVISION MAP NO. 4851

between

THE CITY OF WOODLAND
a California municipal corporation

and

MOLLY AVENUE LLC

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

SUBDIVISION MAP NO. 4851

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 05 day of February, 2019, by and between the CITY OF WOODLAND, a California municipal corporation ("City") and Molly Avenue LLC, a California Corporation, with its principal office located at 728 Edgewood Court Woodland CA, 95695 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland Planning Commission on November 1, 2007. The tentative Subdivision map is identified in City records as Subdivision Map No. 4851 ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 4851, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements

contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public

Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a

vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _____, 20 _____ or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, *et seq.* and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Five Hundred Seventy Seven Thousand Four Hundred Forty Five Dollars and 03/00 (\$1,577,045.03), which sum shall be not less than one

hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Seven Hundred Eighty-Eight Thousand Five Hundred Twenty-Two Dollars and 52/00 (\$788,522.52), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its

completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of

this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. 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.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

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

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

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

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

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

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

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

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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

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

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

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

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

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

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

Molly Avenue LLC
728 Edgewood St.
Woodland CA, 95695
Attn: Tim Snow

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate

authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

MOLLY AVENUE LLC

By: _____
Paul Navazio, City Manager

By: 
Signature

Print Name

owner/manager ^{P.S.}
Title member

ATTEST:

By: _____
Ana Gonzalez, City Clerk

By: _____ (Seal)
Signature

JAMES E. LINCOLN
Print Name

OWNER/MEMBER
Title

APPROVED AS TO FORM:

By:

Kara Ueda, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 4851
APN 055-122-060

A-1

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 4851

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

All work as shown on the Civil Improvement Plans signed by the City Engineer and titled “Subdivision 4851 Country Oaks”

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 4851

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: **\$ 1,577,045.03**

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND: **\$ 788,522.52**

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND: **\$ 157,704.50**

Surety: _____

Attorney-in-fact: _____

Address: _____

ACKNOWLEDGMENT

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

State of California
County of Yolo

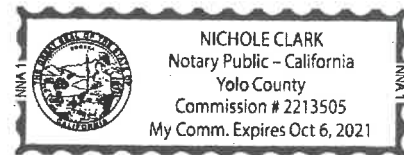
On 2/5/2019 before me, Nichole Clark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.8.
SUBJECT: Summary Vacation of Portions of Public Utility Easements on Lots
Numbered 75, 102, 112; Map 5101 CalWest Phase 2.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that in accordance with chapter (4) sections 8330-8335 of the Streets and Highway Code does 1) summarily vacate approximately 52 square feet of the PUE on the northeast corner of lot 75 of map 5101 recorded in book of maps 2017 page 78; 2) summarily vacate approximately 45 square feet of the PUE on the southeast corner of lot 102 of map 5101 recorded in book of maps 2017 page 78; 3) summarily vacate approximately 58 square feet of the PUE on the north east or west corner of lot 112 of map 5101 recorded in book of maps 2017 page 78; and 4) also authorize the City Manager to execute a Quitclaim Deed for each property to the underlying property owner, Lennar Homes.

STAFF CONTACT:

Bruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org

Fiscal Impact

This action has no impact on City finances or income.

Background

The City Council approved final subdivision map 5101, Calwest Phase 2 on August 22, 2017. The current property owner, Lennar Homes, is involved with the construction of single-family housing within the subdivision. There are three locations where there is a conflict between the Public Utility Easement (PUE) and the house footprint; and Lennar Homes has requested the City vacate a portion of the PUE on each lot.

Discussion

The public utilities have been installed for the subdivision and do not occupy the portion of the easement in conflict with the home layout and the City has determined that these easement portions will not be needed in the future. A licensed land surveyor has prepared legal descriptions for the portions of the easements to be vacated.

CONCLUSION

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council that in accordance with chapter (4) section 8330-8335 of the Streets and Highway Code does 1) summarily vacate approximately 52 square feet of the PUE on the northeast corner of lot 75 of map 5101 recorded in book of maps 2017 page 78; 2) summarily vacate approximately 45 square feet of the PUE on the southeast corner of lot 102 of map 5101 recorded in book of maps 2017 page 78; 3) summarily vacate approximately 58 square feet of the PUE on the north east or west corner of lot 112 of map 5101 recorded in book of maps 2017 page 78; and 4) also authorize the City Manager to execute a Quitclaim Deed for each property to the underlying property owner, Lennar Homes.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Property Description
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL APPROVING
SUMMARY VACATION OF PORTIONS OF PUBLIC UTILITY EASEMENTS ON
LOTS NUBMERED 75, 102, 112; SHOWN ON MAP 5101 CALWEST PHASE 2.**

WHEREAS, The City of Woodland approved final subdivision map 5101, Calwest Phase 2 on August 22, 2017; and

WHEREAS, the current property owner is involved with the construction of single family housing within the subdivision; and

WHEREAS, in three locations there is a conflict between the Public Utility Easement (PUE) and the house foot print; and

WHEREAS, the home builder, Lennar Homes, has requested the City vacate a portion of the PUE on each lot; and

WHEREAS, the public utilities have been installed for the subdivision and do not occupy the portion of the easement in conflict with the home layout; and

WHEREAS, the City has determined that these easements will not be needed in the future; and

WHEREAS, a licensed land surveyor has prepared a legal description of this excess land and the legal descriptions are attached and incorporated into this resolution by reference;

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

Section 1. The City Council of the City of Woodland in accordance with chapter sections (4) 8330-8335 of the Streets and Highway Code does summarily vacate approximately 52 square feet of the PUE on the northeast corner of lot 75 of map 5101 recorded in book of maps 2017 page 78 further described in the attached legal descriptions

Section 2. The City Council of the City of Woodland in accordance with chapter (4) sections 8330-8335 of the Streets and Highway Code does summarily vacate approximately 45 square feet of the PUE on the southeast corner of lot 102 of map 5101 recorded in book of maps 2017 page 78 further described in the attached legal descriptions

Section 3. The City Council of the City of Woodland in accordance with chapter (4) sections 8330-8335 of the Streets and Highway Code does summarily vacate approximately 58 square feet of the PUE on the north east or west corner of lot 112 of map 5101 recorded in book of maps 2017 page 78 further described in the attached legal descriptions

Section 4. The City Council hereby authorizes the City Manager to execute a Quitclaim Deed for each the property to the underlying property owner, Lennar Homes.

PASSED AND ADOPTED this 3rd day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 1

LOT 75 PUBILC UTILITY EASEMENT VACATION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Lot 75 of Subdivision Map No. 5101, "Cal West – Phase 2", filed in Book 2017 of Maps at Page 78, Yolo County Records, being more particularly described as follows:

Commencing at the southeast corner of said Lot 75; thence along the southerly line of said Lot 75, North 89°43'05" West, 10.00 feet to the westerly line of the Public Utility Easement (PUE) per said Subdivision Map; thence along said PUE, North 00°16'55" East, 65.41 feet to an angle point on the easterly line of said PUE, said point the **True Point of Beginning**; thence the following three (3) courses:

- 1) Along said existing PUE, North 48°18'24" West, 14.49 feet to a point on the northerly line of said existing PUE;
- 2) Thence leaving said PUE, along the projection of the northerly line of the existing PUE, South 89°43'05" East, 10.87 feet to the projection of the easterly line of the existing PUE;
- 3) Thence along said projection, South 00°16'55" West, 9.59 feet to the **True Point of Beginning**.

Said property contains 52 Sq. Ft., more or less.

End of description for Lot 75 Public Utility Easement Vacation

Prepared by: Cunningham Engineering Corp.
January, 2019



EXHIBIT "B" PLAT

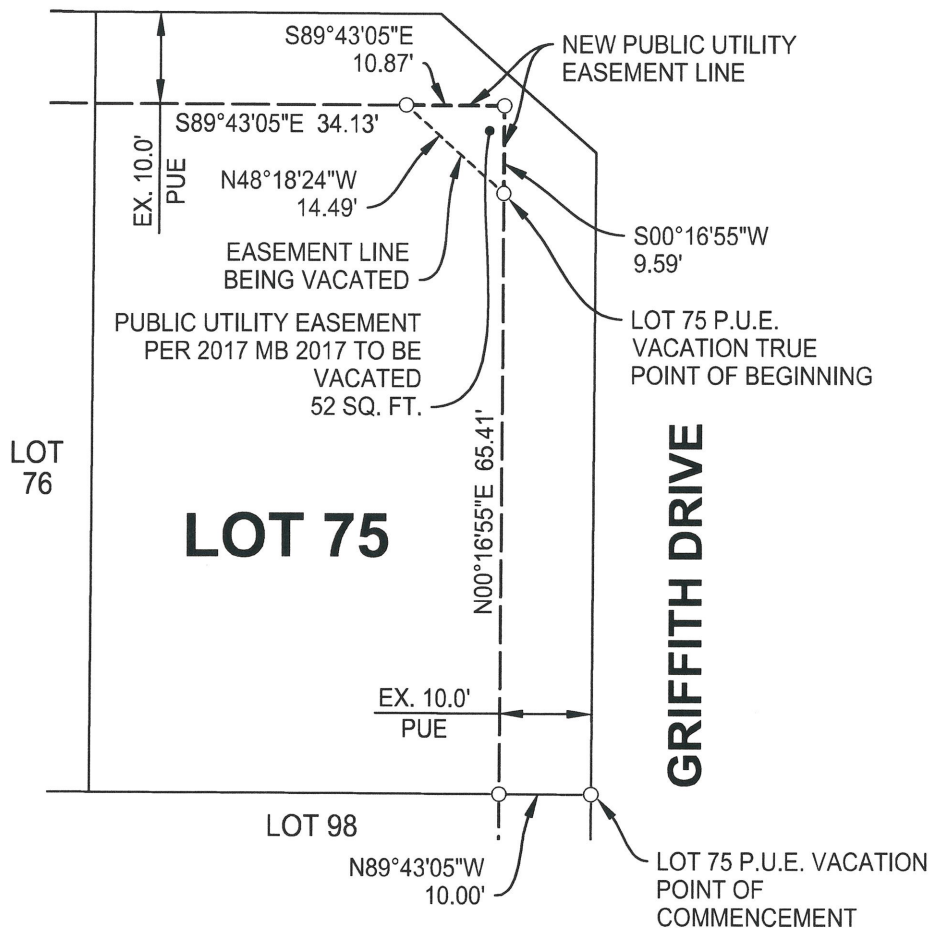
A PORTION OF LOT 75 OF SUBDIVISION MAP NO. 5101, "CAL WEST - PHASE 2",
FILED IN BOOK 2017 OF MAPS AT PAGE 78, YOLO COUNTY RECORDS
CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

JANUARY 2019 SCALE: 1" = 20'
SHEET 1 OF 2 SHEETS



PATRIOT WAY



CECWEST.COM

Davis Office ■ Sacramento Office ■
2940 Spafford Street 2120 20th Street
Suite 200 Suite Three
Davis, CA 95618 Sacramento, CA 95818
(530) 758-2026 (916) 455-2026

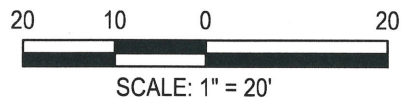


EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 1

LOT 102 PUBLIC UTILITY EASEMENT VACATION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Lot 102 of Subdivision Map No. 5101, "Cal West – Phase 2", filed in Book 2017 of Maps at Page 78, Yolo County Records, being more particularly described as follows:

Commencing at the northeast corner of said Lot 102; Thence along the northerly line of said Lot 102, North 89°43'05" West, 10.00 feet to the westerly line of the Public Utility Easement (PUE) per said Subdivision Map; thence along said PUE, South 00°16'55" West, 68.49 feet to an angle point on the easterly line of said PUE, said point being the **True Point of Beginning**; thence the following three (3) courses:

- 1) Along the projection of the easterly line of the existing PUE, South 00°16'55" West, 9.51 feet to the projection of the southerly line of said existing PUE;
- 2) Thence along said southerly projection, North 89°43'05" West, 9.51 feet to an angle point on the southerly line of the existing PUE;
- 3) Thence along the line of said existing PUE, North 45°16'55" East, 13.46 feet to the **True Point of Beginning**.

Said property contains 45 Sq. Ft., more or less.

End of description for Lot 102 Public Utility Easement Vacation

Prepared by: Cunningham Engineering Corp.
January, 2019



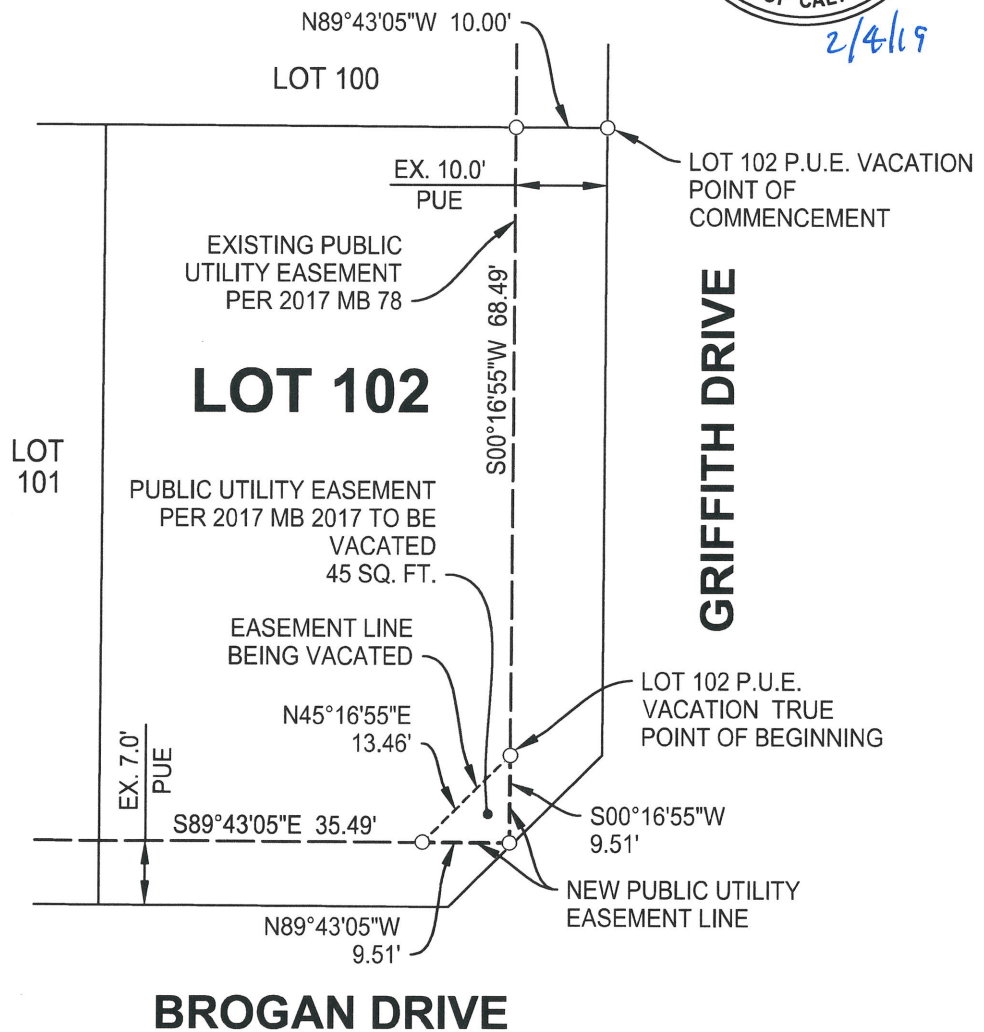
EXHIBIT "B"

PLAT

A PORTION OF LOT 102 OF SUBDIVISION MAP NO. 5101, "CAL WEST - PHASE 2",
FILED IN BOOK 2017 OF MAPS AT PAGE 78, YOLO COUNTY RECORDS
CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

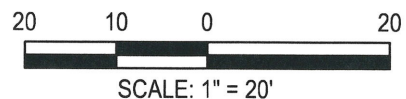
JANUARY 2019 SCALE: 1" = 20'
SHEET 1 OF 2 SHEETS



CECWEST.COM

Davis Office •
2940 Spafford Street
Suite 200
Davis, CA 95618
(530) 758-2026

Sacramento Office •
2120 20th Street
Suite Three
Sacramento, CA 95818
(916) 455-2026



1472.01.13

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 1

LOT 112 PUBLIC UTILITY EASEMENT VACATION

All that real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Lot 112 of Subdivision Map No. 5101, "Cal West – Phase 2", filed in Book 2017 of Maps at Page 78, Yolo County Records, being more particularly described as follows:

Commencing at the southeast corner of said Lot 112; thence along the southerly line of said Lot 112, North 89°43'05" West, 10.00 feet to the westerly line of the Public Utility Easement (PUE) per said Subdivision Map; thence along said PUE, North 00°16'55" East, 65.24 feet to an angle point on the easterly line of said PUE, said point being the **True Point of Beginning**; thence the following three (3) courses:

- 1) Along said existing PUE, North 44°43'05" West, 15.21 feet to a point on the northerly line of said existing PUE;
- 2) Thence leaving said PUE, along the projection of the northerly line of the existing PUE, South 89°43'05" East, 10.76 feet to the projection of the easterly line of the existing PUE;
- 3) Thence along said projection, South 00°16'55" West, 10.76 feet to the **True Point of Beginning**.

Said property contains 58 Sq. Ft., more or less.

End of description for Lot 112 Public Utility Easement Vacation

Prepared by: Cunningham Engineering Corp.
January, 2019



EXHIBIT "B"

PLAT

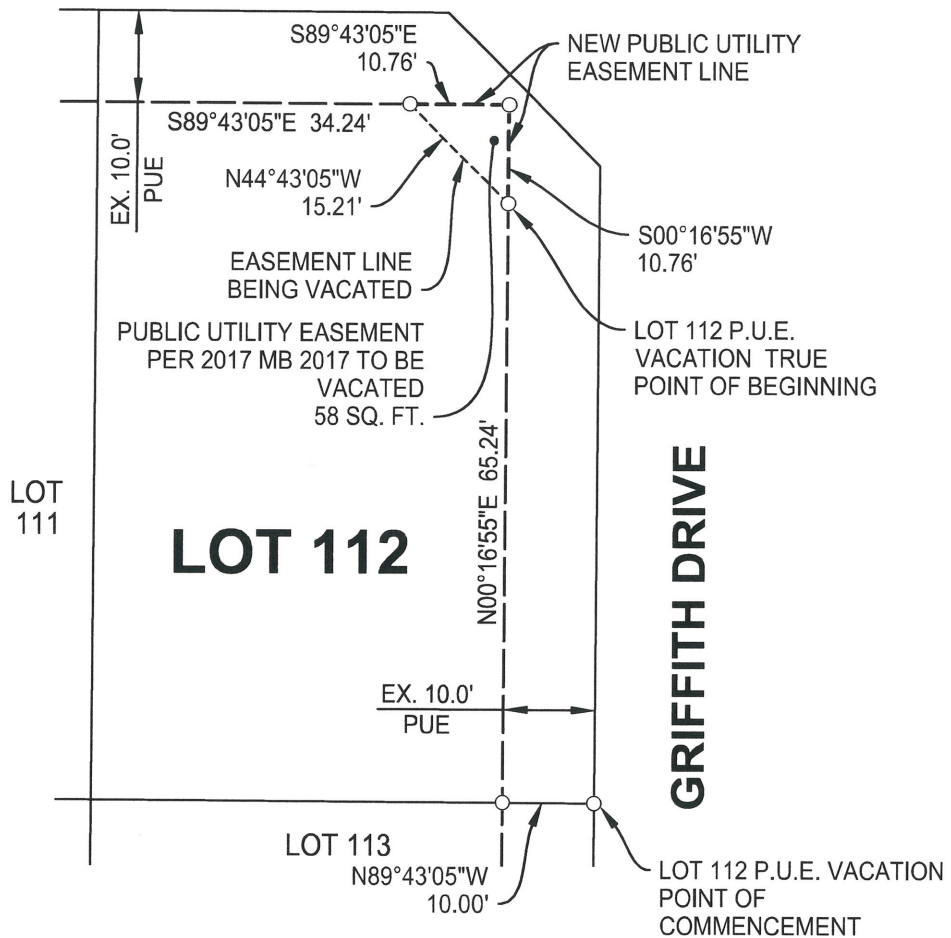
A PORTION OF LOT 112 OF SUBDIVISION MAP NO. 5101, "CAL WEST - PHASE 2",
FILED IN BOOK 2017 OF MAPS AT PAGE 78, YOLO COUNTY RECORDS
CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

JANUARY 2019 SCALE: 1" = 20'
SHEET 1 OF 2 SHEETS

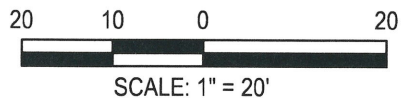


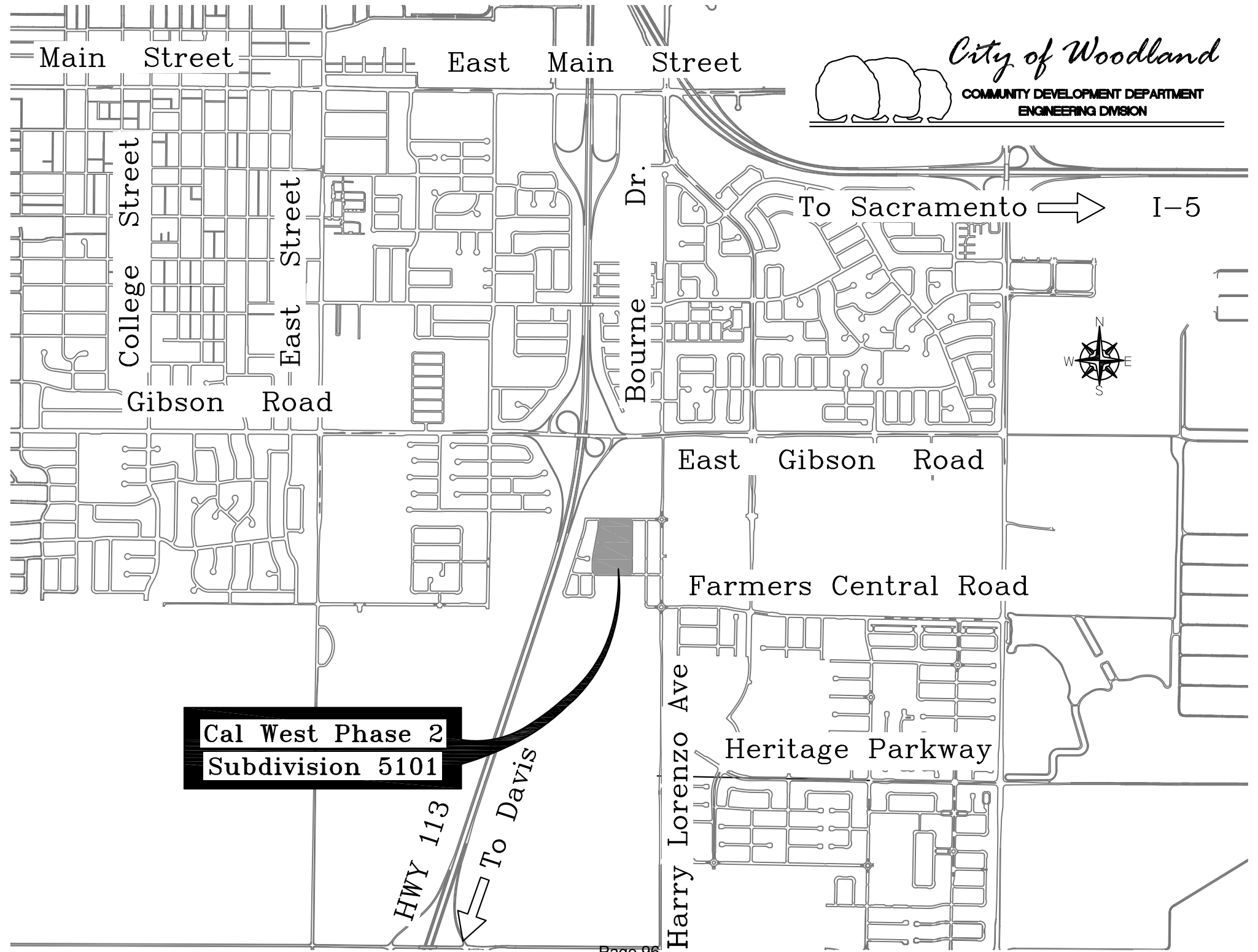
BROGAN DRIVE



CECWEST.COM

Davis Office • Sacramento Office •
2940 Spafford Street 2120 20th Street
Suite 200 Suite Three
Davis, CA 95618 Sacramento, CA 95818
(530) 758-2026 (916) 455-2026





City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Cal West Phase 2
Subdivision 5101



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.9.
SUBJECT: Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the operation of the Woodland Sports Park Concession Stand

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the operation of the Woodland Sports Park Concession Stand.

Staff Contact:

Dallas Tringali, Community Services Manager, (530) 661-2000, dallas.tringali@cityofwoodland.org

Fiscal Impact:

This action will result in a loss in revenue of approximately \$1,200 annually to the general fund.

Background:

The Woodland Sports Park has been in operation since 2008. The City contracted with Elizabeth Restaurant from 2008-2018. Staff released an RFP to conduct concessions for the Sports Park and the contract was awarded to Las Brasas, a local restaurant. The City Council adopted a resolution on October 2, 2018 authorizing the City Manager to execute a lease agreement between the City and Las Brasas. The lease was executed on November 1, 2018, and operations immediately commenced.

As the concession stand started service, Las Brasas began the process of obtaining a liquor license from the California Department of Alcoholic Beverage Control (ABC) in order to serve beer during events. Las Brasas currently has a liquor license for a different business. Las Brasas learned that it cannot have two liquor licenses under the same business name (for two different locations). In order to remedy this situation, "Las Brasas Express, LLC" was created as a separate entity.

The lease agreement between the City and Las Brasas obligated Las Brasas to pay the City monthly rent for the use of a City-owned concession trailer and 25% of all beer sale proceeds. As Las Brasas applied for the liquor license, ABC informed Las Brasas that according to the California Constitution (Article XX, §22), governmental agencies cannot profit from alcohol sales. ABC's reasoning appears to be that the lease requirement that Las Brasas pay the City rent equal to 25% of beer sale proceeds suggests that the City receives a profit of beer sales and thus is a seller of alcoholic beverages, which is prohibited under the Constitution.

However, it is not entirely clear whether the Constitutional provision cited actually prohibits the City from charging rent based on beer sales. The California Constitution specifies that the State has "the exclusive right and power to license and regulate the... sale... of alcoholic beverages within the State. The Legislature shall not constitute the State or any agency thereof a manufacturer or seller of alcoholic beverages." In the lease agreement, the City is not acting as a regulator but as a landlord charging Las Brasas rent for its use of the City's concession trailer, with part of the rent amount determined by beer sales. For example, if Las Brasas had entered into a lease agreement with a private entity to rent a concession stand based on beer sales, it would be clear that the City is not regulating Las Brasas' beer sales because the City would not be restricting Las

Brasas's ability to sell beer nor receive revenue from Las Brasas' beer sales.

There is no case law, statute, or regulation that addresses whether a City can charge rent based on alcohol sales. However, City staff does not wish to challenge the ABC's position at this time because the amount of revenue generated from beer sales is a fraction of rental revenues. Instead, City staff recommends adopting the amended the lease agreement to remove the provision related to rent based on beer sales as well as to contract with the newly formed corporate Las Brasas entity.

Discussion:

In order for Las Brasas to receive a liquor license, the lease agreement must be amended to identify the business as "Las Brasas Express, LLC." If the City removes Las Brasas' obligation to pay rent equal to 25% of beer sale proceeds, the City stands to forego approximately \$1,200 annually.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the operation of the Woodland Sports Park Concession Stand.



Paul Navazio
City Manager

Attachments:

1. Woodland_ Amended and Restated Concession Stand Agreement Las Brasas-c2
2. Las Brasas Resolution-c2

**AMENDED AND RESTATED LEASE AGREEMENT BETWEEN
CITY OF WOODLAND AND LAS BRASAS EXPRESS, LLC FOR
OPERATION OF THE WOODLAND SPORTS PARK CONCESSION STAND**

THIS AMENDED AND RESTATED LEASE AGREEMENT BETWEEN CITY OF WOODLAND AND LAS BRASAS EXPRESS, LLC FOR OPERATION OF THE WOODLAND SPORTS PARK CONCESSION STAND (“**Agreement**”) is entered into as of this 5th day of March, 2019 (“**Effective Date**”) by and between THE CITY OF WOODLAND, a California municipal corporation (“**City**”) and LAS BRASAS EXPRESS, LLC, a California limited liability company (“**Lessee**”). City and Lessee shall be individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. WHEREAS, the City is the owner and/or operator of an approximately fifteen (15) acre park site located behind the Woodland Community and Senior Center at 2001 East Street in the City of Woodland, California, which is more commonly known as the “**Woodland Sports Park**”; and

B. WHEREAS, the City entered into a lease agreement with Las Brasas Tacos y Salsas, LLC on November 1, 2018, for Las Brasas Tacos y Salsas, LLC to be the exclusive operator of a concession trailer and designated beer garden owned by the City and located at the Woodland Sports Park (“**Premises**”) for the purpose of providing food and beverage services to patrons of Woodland Sports Park; and

C. WHEREAS, in order to obtain a liquor license for the concession stand, an entity other than Las Brasas Tacos y Salsas, LLC is required to be the named entity; and

D. WHEREAS, subsequent to execution of the original lease agreement, the California Department of Alcoholic Beverage Control (“ABC”) opined that a provision of the original lease agreement requiring Las Brasas Tacos y Salsas, LLC to pay the City of Woodland monthly rent equal to 25% of gross revenues from beer sales is invalid according to ABC’s interpretation of the California Constitution; and

E. WHEREAS, the City desires to remove the rent provision based on beer sale proceeds, but other than the change in the entity’s name and the removal of the beer sale revenues, this Agreement is identical to the original agreement.

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

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as tacos, burritos, bacon wrapped hot dogs, fruit, salads, breakfast items, and beverages, such as coffee and soda, all known hereinafter collectively as “**Concessions**.” The Concessions shall be subject to the following restrictions:

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

1.2 No tobacco products, alcoholic beverage sale or disbursal, with the exception of beer pursuant to Section 1.3, shall be conducted on the Premises.

1.3 Draft beer may be sold by Lessee during hours of operation only as follows:

1.3.1 The City shall set up a clearly designated “beer garden” area adjacent to or in the vicinity of the Premises for the consumption of draft beer. The beer garden is typically open to the public from 5:45 p.m. to 10:15 p.m. on weekdays and from 7:45 a.m. to 10:15 p.m. on weekends.

1.3.2 Lessee shall, at its sole cost and expense, provide sufficient security including, but not limited to, a security guard approved in advance by the City for the purpose of ensuring that persons who have purchased beer from Lessee are adhering to the rules and regulations of the beer garden. Security shall be present during all hours in which beer is sold or disbursed by Lessee and is available to and is being consumed by the public. Lessee shall be solely responsible for ensuring that there is sufficient security at all times and that such security is adequately enforcing any and all rules and regulations applicable to the beer garden, including City’s policies.

1.3.3 Lessee shall, prior to the sale or disbursal of beer, obtain a valid permit from the City Community Services Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time. Lessee shall retain possession of the permit during all hours in which beer is sold or disbursed by Lessee and is available to and is being consumed by the public. Lessee shall post signage in and around the beer garden and the Premises notifying all persons in possession of alcoholic beverages that the beer garden is restricted to the consumption of beer obtained from Lessee and that no persons shall possess or consume beer outside the boundaries of the beer garden.

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

1.5 This Agreement shall not inhibit or prevent City from authorizing other organizations to sell novelties (non-food items) in Woodland Sports Park.

2. **Term.** The term of this Agreement shall begin on **November 1, 2018** and terminate on **December 31, 2021**, unless earlier terminated pursuant to the provisions contained herein. The Parties may extend this Agreement at any time by mutual written consent. During such extension, except as provided in Section 3.4, all terms and conditions of this Agreement shall remain in effect.

3. **Rental.**

3.1 Security Deposit. Prior to the Effective Date of this Agreement, Lessee shall deposit with City the sum of Two Thousand Five Hundred Dollars (\$2,500.00) (“**Security Deposit**”) in cash or in-kind funds to secure Lessee’s faithful performance of the terms,

covenants and conditions of this Agreement. City's obligations with respect to the Security Deposit are solely that of creditor and not of trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on the Security Deposit. City may use the Security Deposit, or any portion thereof, to cure a default or to compensate City for damages sustained by City resulting from Lessee's default or arising from Lessee's use of the Premises beyond normal wear and tear. If Lessee is not in default at the expiration or termination of this Agreement or if City has not used the Security Deposit for repairs, City shall return any unused portion of the Security Deposit to Lessee.

3.2 Rent. Lessee shall pay to City, on the first day of each calendar month during the term of this Agreement, the amounts set forth in this Section 3.2 as compensation for the concession rights, for the use of the Premises, and for associated reasonable electrical and water costs. Each payment shall be delivered to the City at the address listed in Section 19.1 or at such other place as designated by written notice from City. The payment amount for any partial calendar months during the term of this Agreement shall be prorated on a daily basis. The rental payments set forth herein shall be in addition to all other costs and expenses set forth in this Agreement.

3.2.1 For that period from November 1, 2018 to December 1, 2018, a monthly payment of Five Hundred Fifty Dollars (\$550.00).

3.2.2 For that period from January 1, 2019 to August 31, 2019, a monthly payment of One Thousand One Hundred Dollars (\$1,100.00).

3.2.3 For that period from September 1, 2019 to December 31, 2019, a monthly payment of Five Hundred Fifty Dollars (\$550.00).

3.2.4 For that period from January 1, 2020 to August 31, 2020, a monthly payment of One Thousand One Hundred Fifty Dollars (\$1,150.00).

3.2.5 For that period from September 1, 2020 to December 31, 2020, a monthly payment of Five Hundred Seventy-Five Dollars (\$575.00).

3.2.6 For that period from January 1, 2021 to August 31, 2021, a monthly payment of One Thousand Two Hundred Dollars (\$1,200.00).

3.2.7 For that period from September 1, 2021 to December 3, 2021, a monthly payment of Six Hundred Dollars (\$600.00).

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

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

amount shall not exceed five percent (5%) of the last applicable payment amount in any extension or amendment to this Agreement.

4. Hours of Operation.

4.1 Regular Hours of Operation. Lessee shall operate the Premises in conjunction with events scheduled at the Woodland Sports Park. Typical hours are from 5:45 p.m. to 10:15 p.m. on weeknights, 7:45 a.m. to 10:15 p.m. on weekends, and during, as well as thirty (30) minutes prior to and following, all scheduled games, tournaments, and events at Woodland Sports Park. The City shall provide a schedule to Lessee of the events scheduled for Woodland Sports Park at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event. Lessee shall have no obligation to operate the Premises if inclement weather results in the cancellation of an event at the Woodland Sports Park.

4.2 Special Events. City may require Lessee to operate the Premises during certain special events and at other locations including, but not limited to, the annual 4th of July celebration at Woodland Senior High School. City shall notify Lessee at least thirty (30) days in advance of a special event of the required location and time(s) of operation of the Premises.

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

6. Maintenance.

6.1 Ongoing Maintenance and Minor Repairs. Lessee shall be responsible for all minor repairs and daily upkeep on any and all equipment located within the Premises as well as the interior and exterior of the Premises. Lessee accepts the Premises in its current condition as of November 1, 2018 and shall maintain the Premises in the same or better condition during the term of this Agreement. Accordingly, Lessee shall, at its sole expense, be responsible for minor improvements (in accordance with Section 8), maintenance, repairs and daily cleaning of the Premises.

6.2 Major Maintenance and Repairs. For purposes of this Section 6.2, a "major" repair means any repair or maintenance project that exceeds Four Hundred Dollars (\$400.00). Lessee shall inform City of the need for any major repair and shall contribute the first Four Hundred Dollars (\$400.00) to the cost of such major repair or maintenance. All costs in excess of Four Hundred Dollars (\$400.00) shall be borne by the City, and all such major repair and maintenance projects shall be considered a City project for purposes of public bidding, procurement, and prevailing wages.

6.3 Lessee's Damage to the Premises. Any damage to the Premises resulting or arising from the negligent operation by Lessee shall be repaired by the City at Lessee's expense.

If Lessee does not promptly reimburse City for such work, City shall use Lessee's deposit to pay for the work.

6.4 Plumbing and Electrical Work. Lessee shall be solely responsible for any plumbing, electrical or mechanical repairs made to the Premises. The City shall in no way be obligated to pay for any plumbing, electrical, or mechanical repairs made to the Premises without the prior written authorization of the City Community Services Director. Written authorization shall not be unreasonably withheld.

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

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

7. Improvements.

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

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

8. **Additional Facilities.** Subject to City's prior written approval, Lessee may operate additional facilities including, without limitation, an expanded beverage service station and an additional facility for the preparation and/or service of Concessions at no additional cost; provided, however, that Lessee may only hook up one (1) facility to the City's electrical and water services regardless of the number of facilities operated by Lessee at any time.

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

10. **Right to Repair and Maintain.** If City determines that a condition of vandalism, disrepair and/or improper maintenance exists on or in the Premises that is within Lessee's responsibilities as set forth in this Agreement, City shall notify Lessee of such condition. If such condition is not corrected as set forth below, City reserves the right to remedy the condition. In such instances, City shall contact Lessee prior to entry onto the Premises for repair and/or maintenance conducted pursuant to this Section 10.

10.1 Notification of Hazardous Conditions: If the City notifies Lessee of vandalism or disrepair that presents a hazardous condition, the condition shall be corrected within three (3) operating days, or five (5) business days, whichever is less. If the condition is not repaired within this time, City staff will cause the repairs to be made. In such instances, Lessee shall be billed for the City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of receipt of the City's invoice.

10.2 Notification of Non-Hazardous Conditions: If City notifies Lessee of an act of vandalism or disrepair that does not present a hazardous condition, the condition shall be corrected within fifteen (15) business days. If the condition is not repaired within this time, City staff may cause the repairs to be made. In such instances, Lessee shall be billed for City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of receipt of the City's invoice.

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

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

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

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

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

12.2 Provide, at its sole cost and expense, a menu of foods that is both varied and economical for the public and follow safe food preparation practices to ensure the safety of the food products served to the public.

12.3 Provide, at its sole cost and expense, all items necessary to prepare, cook, and serve food and beverages, including the cost to periodically refill the propane tanks.

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

12.5 Maintain, at its own cost and expense, regular pest control service for the Premises.

12.6 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee prior to allowing that employee to work in or around the Premises. The criminal history background check shall be conducted in coordination with the City. No one who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by Lessee. City shall in no way be liable for any actions or

omissions by Lessee's employees, agents or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees have passed the requisite background check set forth herein. Licensee shall provide City with a list of its employees each year on November 1 demonstrating compliance with the requirements set forth in this Section 12.6.

12.7 Provide City-approved security guard(s) during all hours of operation at which beer is sold and/or consumed for the purpose of monitoring the beer garden and surrounding areas and maintaining order in accordance with this Agreement and City policies.

12.8 Maintain the following licenses and certifications:

12.8.1 A valid City of Woodland Business License.

12.8.2 A valid City of Woodland Health Inspection Certificate.

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

12.8.4 A valid Liquor License issued by the California Department of Alcoholic Beverage Control for the sale of beer on the Premises.

12.8.5 A valid permit from the City Community Services Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

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

13. **Indemnification.** Lessee shall defend (with counsel reasonably satisfactory to the City), indemnify, and hold harmless City, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers, contractors, and subcontractors with respect to the use, enjoyment, or improvement of the Premises, except such loss or damage that was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to the Premises. The provisions of this Section 13 shall survive the termination and/or expiration of this Agreement.

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

14.1 Lessee's interest in this Agreement.

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

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

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

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

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

16. **Return of Premises.** Upon expiration or termination of this Agreement, Lessee shall return the Premises to the same or better condition than existed prior to the execution of this Agreement, with the exception of reasonable wear and tear. Any improvements made to the Premises by Lessee shall become the property of City, provided, however, that Lessee may, pursuant to Section 7.2, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises. In the event Lessee holds over past the term of this Agreement with the consent of the City, either express or implied, such holding over shall be from month to month only and the consideration to be paid shall be based on the rate then prevailing under this Agreement.

17. **Hazardous Substances.** Lessee shall not generate, use, store, or dispose of any hazardous substance on the Premises except in accordance with all applicable Federal, State and local laws and regulations. Lessee shall hold City harmless from and indemnify City against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local

environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

18. **Early Termination.** Either party may terminate this Agreement upon sixty (60) days written notice. Additionally, City may terminate this Agreement prior to the expiration of the term by providing Lessee with thirty (30) days written notice specifying the manner in which Lessee is in default of this Agreement. In the event such default is not remedied within the 30 day period, the Agreement shall terminate and be of no further force and effect except as expressly provided herein. City, upon the effective date of such termination, may take possession of the Premises, without further notice or demand to Lessee, unless Lessee has cured the default and notified City in writing prior to or by the effective date of the termination. The following matters shall constitute an event of default:

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

18.2 Lessee fails or refuses to:

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

18.2.2 obtain or maintain the insurance required by this Agreement.

18.2.3 maintain the Premises as set forth in this Agreement.

18.3 Lessee files a voluntary petition in any proceeding in Bankruptcy Court.

18.4 Abandonment of the Premises by Lessee.

19. **General Provisions.**

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

If to the Lessee:

Las Brasas Express, LLC
Attn: Josue Peniche
537 Main Street
Woodland, CA 95695

If to the City:

City of Woodland
Attn: Community Services Director
2001 East Street
Woodland, CA 95776

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

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

(b) If by electronic mail (which must be simultaneously sent by U.S. mail) or by hand delivery – on the date of receipt by the receiving party.

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

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

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

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

19.5 Assignment. Lessee shall not transfer or sublet the operation of the Premises without the prior written consent of the City Community Services Director.

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

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

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

19.9 Irreparable Damage. Unless as the result of a negligent or intentional act of Lessee, if during the term of this Agreement any portion of the Premises is damaged by fire or other catastrophic cause so as to render such portion of the Premises untenable, the obligations

under this Agreement (including the obligation to pay rent) may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give City notice of such untenable conditions and the City shall elect, in its sole discretion and within thirty (30) days, whether to repair the Premises or to cancel this Agreement. In the event City elects not to repair the Premises, this Agreement shall be deemed terminated as of the date the damage occurred.

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

19.11 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

19.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

19.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

LAS BRASAS EXPRESS, LLC

Paul Navazio, City Manager

Josue Peniche, Owner

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ENTER INTO AN AMENDED AND RESTATED LEASE AGREEMENT WITH LAS
BRASAS EXPRESS, LLC FOR OPERATION OF THE WOODLAND SPORTS PARK
CONCESSION STAND**

WHEREAS, the City of Woodland operates a sports park at the Woodland Community and Senior Center that includes a concession stand; and

WHEREAS, the City of Woodland entered into a lease agreement with Las Brasas Tacos y Salsas, LLC on November 1, 2018, for Las Brasas Tacos y Salas, LLC to operate a concession stand at the sports park and provide patrons with the ability to purchase food and refreshments; and

WHEREAS, Las Brasas Tacos y Salsas, LLC desires to change its official business name to Las Brasas Express, LLC on the lease agreement for the purpose of obtaining a liquor license for the concession stand; and

WHEREAS, a provision of the lease agreement requires Las Brasas Tacos y Salsas, LLC to pay the City of Woodland monthly rent equal to 25% of gross revenues from beer sales; and

WHEREAS, the California Department of Alcoholic Beverage Control expressed that the California Constitution prohibits the City of Woodland cannot profit from beer sales; and

WHEREAS, the City of Woodland, in response to the California Department of Alcoholic Beverage Control's opinion, desires to remove the lease provision that rent be based on a portion of beer sale revenues earned at the concession stand; and

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

Section 1. The City Council authorizes the City Manager to execute the Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the Operation of the Woodland Sports Park Concession Stand. The City Attorney is hereby authorized to make clarifying and conforming changes to the agreement.

Section 2. A copy of the Lease Agreement between the City of Woodland and Las Brasas Tacos y Salas, LLC for Woodland Sports Park Concessions entered into on November 1, 2018 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 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: I.10.
SUBJECT: First Contract Amendment – Tree Stump Removal Professional Services Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. authorizing the City Manager to execute the first contract amendment to the professional services agreement for tree stump removal services with West Coast Arborist in the amount of \$18,000 for a contract total not to exceed \$63,000.

Staff Contact:

Jordan Power - Management Analyst I - 530-661-5885, Jordan.Power@cityofwoodland.org

Fiscal Impact:

This action will have no fiscal impact. Funding for this contract amendment is provide by existing grant funds identified for stump removal.

Background:

The City was awarded grant funds through the State Department of Forestry and Fire Protection's (CAL FIRE) Urban and Community Forestry California Climate Investment Grant to prepare an Urban Forest Master Plan and plant 1,200 shade trees from July 1, 2017 through March 30, 2020. On August 22, 2017, City Council authorized the City Manager to execute a contract with West Coast Arborists, Inc. (WCA) on behalf of the City to provide stump grinding services which would facilitate the tree planting goals of the grant project. On September 27th, 2017, the City entered into a Professional Services Agreement with WCA for a total contract amount of \$45,000.

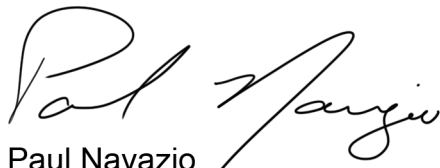
Discussion:

Staff is requesting approval of an amendment to the professional services agreement with WCA, utilizing existing grant funds, to provide additional tree stump removal services. As part of the tree-planting program of the CAL FIRE grant, 86 tree stumps have been removed by WCA so far. The City has received written approval from CAL FIRE to allocate \$18,000 of existing grant funds for additional tree stump removal services.

Tree stump removal sites are identified after a property-owner requests the removal and replacement of a dead or dying tree on their property. After a tree is removed, the stump must be ground and the hole back-filled with healthy soil. Then new trees will be planted in these sites. Currently, the City has approximately 140 work orders for tree stump removals, due to property-owner request or response to hazardous conditions. The authorization of these funds will allow for over 23 tree stumps to be removed, including soil replacement.

Conclusion:

Staff recommends that the City Council approve Resolution No. authorizing the City Manager to execute the first contract amendment to the professional services agreement for tree stump removal services with West Coast Arborist in the amount of \$18,000 for a contract total not to exceed \$63,000.



Paul Navazio
City Manager

Attachments:

1. WCA First Amendment
2. WCA Resolution

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR TREE STUMP REMOVAL SERVICES**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TREE STUMP REMOVAL SERVICES ("First Amendment") is entered into this day _____ of _____, 2019, by and between the CITY OF WOODLAND, a California municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor"), on the terms and conditions set forth below.

WHEREAS, CITY and CONTRACTOR entered into a professional services agreement ("Agreement") dated September 27, 2017 to provide tree stump removal services as part of the Urban and Community Forestry California Climate Investment Grant Project awarded by the California State Department of Forestry and Fire Protection's (CAL FIRE); and

WHEREAS, CITY has written approval from CALFIRE authorizing \$18,000 of existing grant funds to be used for additional tree stump grinding services; and

WHEREAS, CITY and CONTRACTOR now desire to amend the Agreement to increase compensation by \$18,000 for a total contract amount of \$63,000 in accordance with Section 3.1 of the Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Contractor and City hereby agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this First Amendment as if set forth in full.

Section 2. Amendment to Section 3.1 of the Agreement. Section 3.1 entitled "Compensation" is hereby deleted in its entirety and replaced with a new Section 3.1 to read as follows:

3.1 3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed sixty-three thousand and 00/100 dollars (\$63,000) without written approval of City Manager. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Amendment to Exhibit A. Exhibit A is hereby amended to add A-1, an additional scope of work. All references to the Scope of work as including Exhibit "A" shall be amended to add "A-1" including Section 1.1.

Section 4. Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendments amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Professional Services Agreement for Urban Forest Management Plan Services effective on the day and year first written above.

CITY OF WOODLAND

WEST COAST ARBORISTS, INC.

By: _____
Paul Navazio
City Manager

By: _____
President

Date Signed: _____

Date Signed: _____

Attest:

Ana Gonzalez
City Clerk

Approved as to Form:

Kara K. Ueda
Best Best & Krieger LLP
City Attorney

Exhibit A-1
Additional Tree Stump Removal Locations

Exhibit A-1
Additional Tree Stump Removal Sites

Address	Quantity	DSH (Diameter at Shoulder Height)
1265 Depot Street	1 stump	13-18
720 Marshall Avenue	1 stump on Third St.	13-18
753 First Street	2 stumps	25-30/31-36
845 Fourth Street	1 stump	25-30
816 Elm Street	1 stump	13-18
716 First Street	1 stump	43-48
169 Walnut Street	2 stumps	13-18/19-24
244 Cross Street	1 stump	25-30
186 North Street	2 stumps	25-30/25-30
2 Elliot Street	1 stump	37-42
316 Clover Street	1 stump	19-24
127 Elm Street	1 stump	19-24
134 Second Street	1 stump	31-36
4 First Street	1 stump on Beamer St	13-18
19 Bliss Ave	1 Stump	*7-12
24 Bliss Ave	1 stump	13-18
121 North College Street	1 stump	13-18
207 North College Street	1 stump next to address	31-36
211 North College Street	2 stumps	43-48/43-48
Total:		23 Stumps

Additional stump locations to be identified at City's discretion.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO
THE TREE STUMP REMOVAL PROFESSIONAL SERVICES AGREEMENT WITH
WEST COAST ARBORISTS, INC.**

WHEREAS, CITY and WEST COAST ARBORISTS, INC. entered into a professional services agreement (“Agreement”) dated September 27, 2017 to provide tree stump removal services as part of the Urban and Community Forestry California Climate Investment Grant Project awarded by the California State Department of Forestry and Fire Protection’s (CAL FIRE); and

WHEREAS, CITY has written approval from CALFIRE authorizing \$18,000 of existing grant funds to be used for additional tree stump grinding services; and

WHEREAS, CITY and WEST COAST ARBORISTS, INC. now desire to amend the Agreement to increase compensation by \$18,000 for a total contract amount of \$63,000 in accordance with Section 3.1 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland hereby authorizes the City Manager to execute the First Amendment to the Agreement in an amount not to exceed sixty-three thousand dollars (\$63,000). The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement provided the total contract amount does not change.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: J.11.
SUBJECT: Epic Bros Enterprises, Inc., Commercial Cannabis Manufacturing Facility

Recommendation for Action: Staff recommends that the City Council 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; 4) Adopt Resolution No. _____, recommending that the City Council approve a Conditional Use Permit amendment to allow a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J, conditioned upon approval of appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____, authorizing the City Manager, pursuant to Section 5.28.180 to approve a final Operating Agreement for a commercial cannabis manufacturing business at 1230 Harter Avenue, Suite J.

Staff Contact:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

The applicant has funded a developer deposit account to cover all costs associated with the review and processing of the Conditional Use Permit and Cannabis Business Permit. Should the conditional use permit and cannabis business permits be approved, the applicant shall pay an annual fee in the amount of \$46,280 for a commercial cannabis manufacturing business permit that will provide cost recovery to the city for all activities, including police surveillance, associated with the business review and monitoring. Further, as provided in a required operating agreement, a generalized contribution based on gross receipts is proposed in the amount of \$1,500 or five percent (5%), which ever is greater, per month. The community benefit fee will generate essential funds for protecting vital City services and facilities and mitigate impacts, will help fund general municipal services, and which will place such businesses on more equal footing with existing City businesses.

Report in Brief:

The Applicant, Epic Bros Enterprises, Inc. received approval for a Conditional Use Permit for a cannabis distribution facility in this location. The applicant has requested to amend their original application from distribution to manufacturing of infused beverages which is a non-volatile manufacturing process. The proposed use will include the ability to self-transport of wholesale product from the premises, consistent with the Zoning Definition for cannabis manufacturing. Staff is supportive of the proposed amendment.

Background:

On August 7, 2018, Epic Bros Enterprises, Inc. applied for a Conditional Use Permit (CUP) for a commercial cannabis distribution facility which was approved by City Council October 18, 2018. The applicant is requesting a recommendation of approval to the City Council for an amendment to the CUP in order to replace the distribution use with a non-volatile manufacturing use in order to prepare cannabis infused, non-alcoholic beverages.

On November 8, 2016 California voters approved Proposition 64, known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized non-medical cannabis use, possession and cultivation by persons 21 years of age and older. With the majority vote passage, the provisions related to personal use, possession and cultivation of non-medical cannabis went into effect on November 9, 2016. Commercial non-medical cannabis activities also became legal on November 9, 2016, although commercial activities require state licenses. The state began issuing licenses for commercial activities on January 1, 2018.

On June 27, 2017, California Senate Bill 94 was signed into law, repealing the Medical Cannabis Regulation and Safety Act (MCRSA) and amending AUMA to consolidate state licensing of medical and non-medical commercial activities. The new law is now called the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

On September 16, 2017, Assembly Bill 133 was signed into law by Governor Brown and it made numerous minor amendments to MAUCRSA. One of the amendments removed the requirement that cannabis businesses maintain separate and distinct premises for each use. Now multiple uses may be located at the same location, so long as a separate state license is obtained for each location where commercial cannabis activity occurs, subject to applicable state regulations.

The City of Woodland has passed several Ordinances to update the Municipal Code to address both personal and commercial cannabis uses. On December 5, 2017 the City Council approved Ordinance 1629 to add Article 21.6 of Chapter 25 to the Municipal Code relating to the zoning of Commercial Cannabis uses. The Council also approved Ordinance 1630 to add Chapter 13A to the Municipal Code related to commercial cannabis business permits and operating regulations.

Ordinance 1629 allows consideration for up to six (6) conditional use permits for cannabis uses, which may be located in the Industrial or Industrial with Light Industrial Flex Overlay zones. The Ordinance allows the consideration of multiple cannabis license type in one location to be considered under one Conditional Use Permit. However, each business entity will be required to obtain separate Cannabis Business Permits (CBP). An operating agreement, to be approved by the Community Development Director, consistent with council approved conditions, will be required with each CBP.

To date, the City has approved three Cannabis CUP applications of which the original Epic Bros Enterprises, Inc. is one. Under the current ordinance the City may consider approval of six CUPs for commercial cannabis uses.

Discussion:

On December 11, 2018, Epic Bros Enterprises, Inc., applied to amend their Conditional Use Permit. The applicant is requesting a recommendation of approval by the City Council to occupy approximately 4,027 square feet in the existing building at 1230 Harter Avenue, Suite J to allow the non-volatile manufacture of infused beverages.

The overall project site is 3.66 acres in size and occupied by three buildings at 460, 1230, and 1250 Harter Avenue. The subject building at 1230 Harter Avenue is an existing one-story multi-tenant building approximately 42,241 square feet in size and houses multiple tenants (See Attachment 3, Site and Floor Plan). The property is bounded by vacant land, existing industrial development and East Street to the west, Harter Avenue and Interstate-5 to the north, and existing industrial development to the east and south. The applicant is proposing to occupy Suite J, which is 4,027 square feet in size, located in the north east corner of the

building.



(1000 foot radius from the parcel)

The property is zoned for Industrial with a Light Industrial Flex Overlay and the proposed use may be considered with approval of a Conditional Use Permit by the City Council as the final acting body.

Epic Bros Enterprises, Inc (EBE) will occupy approximately 4,027 square feet in the existing building at 1230 Harter, Suite J. Approximately 251 square feet of space will be for office use with 3,776 square feet allocated for manufacturing purposes. (See Attachment 3, Statement of Justification and Vicinity Map and Attachment 4 – Business Plan). Under the terms and conditions of approval Epic Bros Enterprises, Inc. will be required to obtain a Cannabis Business Permit for a Non-volatile Manufacturing Facility. There will be no retail use at the site, or signage that identifies the type of business that is operating.

Project Analysis and Review:

Environmental Assessment

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 4,027 square feet space within an existing industrial multi-tenant building that has previously been occupied by industrial and manufacturing uses similar to the proposed project. The applicant has worked with the City's Environmental Services and Public Works Departments to ensure that all operating processes will meet safety and water quality treatment requirements. Further, conditions have been added to document and ensure that such measures are required in the future should the ownership of the use change.

Reviewing Agency Comments

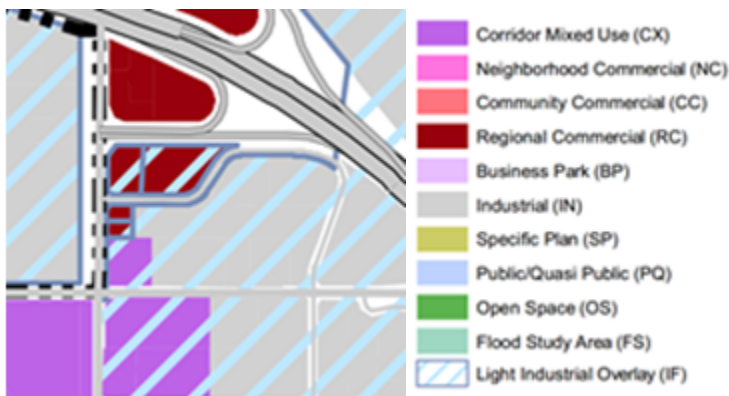
The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have may have interest in the application including Air Quality, Waste Management, Yolo County, Yolo County Office of Education, and PG & E. All reviewing agency comments have been integrated into the conditions of approval.

Staff Analysis

2035 General Plan Consistency

The 2035 General Plan (GP) designation for the site is Industrial with a Light Industrial Flex Overlay (I/LIF). The proposed use of the site is consistent with the General Plan and shall be reviewed in accordance to the policies listed in conditional use permit discussion below. The General Plan describes this land use designation as follows:

When applied over the Industrial base designation, the Light Industrial Flex Overlay provides for a mix of general, light to custom industrial and manufacturing uses, including multi-tenant spaces with offices, contractor storage, agricultural processing, food producers, industrial technology, and other sensitive processing uses that require controlled performance standards.



(General Plan Land Use Diagram)

Climate Action Plan Consistency

The project involves the re-use of an existing building that will be re-purposed and upgraded to encourage new technology and an employment generating use. Strategy T/LU-2 encourages Redevelopment and Re-purposing. The Climate Action Plan assumed that development would occur and continue within the urban areas of the city. In this instance, project has been conditioned to encourage and utilize energy saving features as appropriate including solar consistent with Strategy E-3. The applicant will be required to submit a statement with their building construction plans describing measures that they will be implementing.

Zoning Consistency

The zoning designation for the site is Industrial with Light Industrial Flex Overlay (I/LIF), which provides for types of animal and food processing uses, manufacturing uses, industrial yard uses, warehouse and storage uses and other related miscellaneous uses, such as office space and general agriculture.

The proposed future use of the site is industrial and is consistent with the Zoning Ordinance. Cannabis manufacturing is defined as shown below and not only includes the activities related to manufacturing but also

includes self transport to allow distribution of wholesale product from the premises. Two state licenses may be authorized, Non-Volatile Manufacturing and Transport.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product. For purposes of this Article, cannabis manufacturing expressly includes the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Cannabis manufacturing may include distribution of wholesale products from the premises, but shall not include any retail sales of cannabis or cannabis products or other sales to consumers.

The site is existing and developed as an industrial multi-tenant development. No significant exterior changes are proposed. The site meets all standards and criteria required in the Industrial District. The site has significant parking available. The building has existing loading doors that are located behind a secured fenced enclosure on the north side.

Conditional Use Permit Review

A conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community and mitigation of any potentially adverse impacts. The Planning Commission and City Council will be asked to make the required findings to permit the use. In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures. The City may impose requirements and conditions with respect to construction, maintenance, and the operation of the use, as may be deemed necessary for the protection of adjacent properties and the public interest. Conditional Use Permit analysis typically includes consideration of the proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the use ceases or the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved. In addition to the CUP land use considerations above, the Cannabis Ordinance 1629, provides nine specific factors that shall be considered by the Planning Commission and ultimately the City Council which include the following:

(1) The type of proposed use by the applicant:

The requested use is a conditionally allowed use in the zone regulations. The use would fit the category of cannabis manufacturing defined the Zoning Land Use Matrix. The use is consistent with the General Plan. General Plan policies that specifically relate to this request include the following:

2.D.3 – Technology Sector: Grow the technology sector in Woodland by leveraging the research strength at U.C. Davis. Encourage smaller companies and start-ups to locate in incubator spaces in Downtown and in areas with the Light Industrial Overlay designation.

2.E.7 – Public Safety and Community Design: Promote design that enhances public safety and discourages crime by providing buildings that engage the street, as well as adequate lighting and sight lines.

4.C.6 – Monitor Trends: Monitor economic trends to identify emerging industries, new market opportunities,

and the performance and mix of businesses to allow the City to be proactive and adjust to market changes.

4.C.9 – Importance of Agricultural Industry: Recognize the importance of agriculture-related business and industries to the City and region, and support the continuation and development of agriculture and agriculture-related enterprises in and around Woodland.

4.E.1 – Job Expansion through Business Expansion: Encourage the expansion and attraction of diverse businesses and industries that create and increase the quality and amount of stable, year-round jobs locally.

(2) Whether the proposed use will be detrimental to the health, safety and welfare of the community:

The proposed facility would be contained within the existing building with numerous redundant security measures employed via a security plan reviewed and approved by the City of Woodland Police Department. The facility would not have exterior signage and would not be open to the public. Vehicles used to transport cannabis and the resulting beverage products would be unmarked but also secure. The tenant improvement plans will undergo review and inspection by both the Building and Fire Divisions to ensure the proper construction, installation and operation of the manufacturing facilities. The City will conduct annual review of the facilities and annual review of the general business operations. The applicant must also comply with all other agencies including health and state operating requirements.

(3) Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties:

The proposed facility will provide a new source of employment and revenue to the City while remaining under close regulation and oversight by both the City and State. The use will be complementary to uses already existing in and around the project location, many of which are food or related industries.

(4) Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts:

At the time of approval of a Cannabis Business Permit, the applicant will be required to pay a fee which has been determined to provide adequate cost recovery to the city for all activities, including police surveillance, associated with the proposed business. Further, as provided in a required operating agreement, a generalized contribution will be determined based on gross receipts derived from cannabis uses that will generate essential funds for protecting vital City services and facilities, help fund general municipal services, and place such businesses on more equal footing with existing City businesses.

The applicant has also included a Community Relations Plan and assigned a Community Relations Manager, Bejan Farahbakhsh. In a letter to adjacent businesses on December 2, 2018, the applicant provided contact information and explained their intent and mission to be a compliant business and to be a model for other similar businesses (Attachment 6).

(5) The extent of support or opposition to the proposed use and the location from members of the community:

Prior to submittal of the initial application, EPE provided a letter to adjacent businesses on December 2, 2018, and public notice of the proposed cannabis use was provided in accordance with state law and in accordance with city requirements for 1,000-foot radius.

(6) The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location:

The closest proposed cannabis use is for a cannabis manufacturing facility located within the same building in Suite F, ProTerp Manufacturing. An additional commercial cannabis facility is proposed at 1460 Tanforan Avenue which is approximately 2,090 feet from this project site (measured from parcel to parcel) and separated by the I5 Freeway.

However, the reality is that there are a limited number of sites and/or buildings currently available to cannabis uses. This limitation may be due to a number of reasons, such as the reluctance of some owners to lease space to cannabis uses; a lack of availability of smaller spaces within industrial buildings, which are more suitable to smaller scale manufacturing uses; and a number of restricted sites due to their proximity to sensitive uses. It is possible in the future that more cannabis related uses may request to locate in this proximate area due to the appropriate facility size available and a willing property owner.

(7) The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area:

At this time, there is no overconcentration of cannabis uses. See discussion above. The City may find that on a limited scale that it is acceptable to have multiple cannabis uses located in a specific area.

(8) The background and history of the applicant, including the nature and extent of problems on any premises where he or she has operated a cannabis business in the past:

The applicants have completed all request for “Live Scan” and provided all relevant background information concerning past history with regard to Cannabis uses. The Police Department have not identified any significant concerns identified.

(9) Whether there is a history of police or crime related problems in the area of the proposed location which may be exacerbated by the establishment of the proposed cannabis use.

The Police Department ran review of calls for service within a 1000-foot radius from the project site for the past calendar year. The calls for service do not reflect a high volume of police activity, especially for crime related calls. It is believed that establishment of the proposed cannabis operation, as conditioned, would not exacerbate crime related activities.

Cannabis Business Permit Review

The Cannabis Business Permit (CBP) provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A CBP is required prior to initial operation and requires annual review. Prior to issuance of the CBP fees must be paid and a final Operating Agreement authorized. The CBP is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Odor Control Plan, Business Plan, Community Relations Plan, as well as an Operating Agreement and Indemnification statement are required as part of the CBP review. Some of these items, such as the Odor Control Plan and Community Relations Plan have been provided as part of the Conditional Use Permit review and are included as Attachments.

Business Plan

A plan describing how the cannabis business will operate in accordance with this code, state law, and other applicable regulations. The plan must include plans for hours of operation, handling cash, and transporting cannabis and cannabis products to and from the business site, as may be applicable. Some aspects of this plan may be confidential. The applicant has provided an initial Business Plan with the CUP application (Attachment 4).

Security Plan

The Draft Security Plan is a confidential document that generally addresses safety concerns related to vandalism, internal and external theft, lighting, video surveillance, security personnel, and other crime prevention. Because this document is confidential, it cannot be attached to this report. All interested parties to a cannabis business permit application are subject to fingerprinting and a criminal background investigation. The security plan has been reviewed by the Police and Fire Departments as part of the conditional use permit review. A final security plan will be reviewed and approved with the Cannabis Business Permit.

Operating Agreement and Indemnification:

The City and applicant shall enter into an operating agreement, in a form approved by the City Council and City Attorney, in which the applicant releases the city from any damages or liabilities of any kind for violation of state or federal law and agrees to defend, indemnifies, against any and all claims or actions. In addition, the applicant agrees to operating terms and conditions mutually agreed upon that ensure that the community benefits derived from the proposed cannabis business adequately address potential adverse effects.

Public Notification:

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat at least ten days prior to the public hearing.
- Notices were mailed to all property owners within 1,000 feet of the project site.

Commission/Committee Recommendation:

The Planning Commission reviewed this item as a public hearing on the February 7, 2019 regular agenda. After the staff presentation and public testimony, the Commission voted Ayes (6) (Harris, Holt, Lizzarraga, Lopez, Murphy, Wells); Noes (0); Abstain (0); Absent (1) (Lampkin) to recommend approval of the Epic Bros Enterprises, Inc, Conditional Use Permit amendment application to City Council.

Conclusion:

Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; 4) Adopt Resolution No. _____, recommending that the City Council approve a Conditional Use Permit amendment to allow a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J, conditioned upon approval of appropriate Cannabis Business Permit and the recommended conditions of approval; and 5) Adopt Resolution No. _____, authorizing the City Manager, pursuant to Section 5.28.180 to approve a final Operating Agreement for a commercial cannabis manufacturing business at 1230 Harter Avenue, Suite J.

Prepared By: Cindy Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager/Community and Economic Development Director

Attachments:

1. CC Reso CUP EPIC Manuf with Conditions of Approval
2. CC RESO and OA EPIC Bros.3.5.19
3. PC SR from Civic Clerk 2.7.19
4. Application Justificaiton and Site Plan
5. EBE Business Plan
6. Community Relations Plan and Letter to Businesses
7. EBE Waste Management Plan
8. Energy Efficiency Plan

RESOLUTION NO. CC 19-0_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR A CANNABIS MANUFACTURING BUSINESS LOCATED AT 1230 HARTER AVENUE, SUITE J

WHEREAS, the applicant, Epic Bros Enterprises, Inc., has applied for a Conditional Use Permit to allow for the manufacture of cannabis infused beverages in a 4,027 square foot suite within an existing one-story multi-tenant 42,241 square foot building on a 3.66-acre parcel in the Industrial with a Light Industrial Flex Overlay zone. The manufacturing use allow for the self distribution of wholesale products from the premises; and

WHEREAS, the project is exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 Categorical Exemption, Existing Facilities) and CEQA Guidelines Section 15332 (Class 32 Categorical Exemption, Infill Development), as the City Council of the City of Woodland finds as follows:

- The project consists of the permitting and minor alterations of an existing private structure that involves negligible expansion of the use beyond that existing at the time of the lead agencies initial determination as the existing facility is already zoned to allow industrial and manufacturing uses similar to the proposed project;
- The project consists of minor alterations for additional mechanical and security equipment to operate a cannabis business that utilizes existing utility infrastructure;
- The project is located on a site that is less than 5 acres and will not have any biological, air, water, traffic, or noise impacts; and

WHEREAS, the proposed use and its operating characteristics are consistent with the General Plan, as the site is located in the Industrial/ Light Industrial Flex Overlay designation, which provides for industrial and manufacturing uses that occur entirely within an enclosed building and are employment generating; and

WHEREAS, the Planning Commission, at its regularly scheduled meeting on February 7, 2019, conducted a public hearing to consider the proposed use and after review, public testimony, and deliberation voted to recommend approval of the Epic Bros Enterprises, Inc., Conditional Use Permit to the City Council as follows: (6) Ayes; (0) Noes; (0) Abstain; and (1) Absent; and

WHEREAS, The City Council finds that the proposed use is consistent with policies that encourage job expansion through business expansion, that encourage emerging industries and new market opportunities, that support agricultural related industry as well as the technology sector; and

WHEREAS, the City Council finds that the proposed use and its operating characteristics are consistent with the applicable standards, requirements, and regulations of the zoning district in which it is located, and of all other provisions contained in Ordinance 1629 pertaining to commercial cannabis uses, and all operations will be conducted inside of the existing building; and

WHEREAS, the proposed use is in on a site and in a building that is physically suitable in terms of location, size, topography, and access, and that is adequately served by public and private services and utilities; and

WHEREAS, the proposed cannabis business uses will not adversely affect the peace or general welfare of the surrounding neighborhood, as follows:

- The proposed use is not consumer based (no retail sales will occur at the premises) and therefore, will result in low vehicle traffic;
- The odor control plan will ensure no odors will be detectible outside the building;
- All activities will take place inside the building and will not be visible from the outside;
- All signage will be limited and the applicant will have a final lighting and security plan approved by the Police and Fire Departments to ensure internal and external safety; and

WHEREAS, the proposed use will enhance the economic vitality of the area in which it is proposed to be located, including adjacent and surrounding properties, the applicant will provide tenant improvements to the building including the addition of walls, partitions, a new entrance, loading door and fenced secure loading and trash enclosures out side the building, and the project will be required to maintain the site in a clean and well kept manner; and

WHEREAS, based on existing circumstances, police data, and the background and history of the applicant, the City Council finds that proposed use will not cause an overconcentration of cannabis uses in the area, potential community benefits of the use are likely to offset potential adverse impacts, and the proposed use is not likely to exacerbate crime-related problems in the area; and

WHEREAS, a public notice describing the proposed cannabis conditional use permit was published in the Daily Democrat, a newspaper of general circulation, in accordance with Government Code section 60661 and mailed to properties within 1,000 feet; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the above findings, determinations, and recommendations with respect to the proposed Conditional Use Permit, approves of the proposed Conditional Use Permit, as conditioned and attached hereto.

PASSED AND ADOPTED by the City Council this 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Xochitl Rodriguez, Mayor

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

CONDITIONS OF APPROVAL
Epic Bros Enterprises, Inc – 1230 Harter Avenue, Suite J

1. The project is as described in the staff report prepared for the February 7, 2019, Planning Commission meeting and the March 5, 2019 City Council meeting and shall consist of administrative offices, cannabis manufacturing facility (non-volatile extraction) to create infused beverages within an existing 4,027 square foot tenant space. Manufacturing allows for the self-distribution of wholesale products from the premises. The project shall be established and operated as depicted in the staff report, except as modified in these conditions of approval and with any changes necessary to comply with City codes and specifications.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating the cannabis business.
4. The Conditional Use Permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.
5. The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Section 17.132.080).
6. The project approval is for the project as described in the above staff report and related attachments, which depict the projects proposed map, site and floor plans, business plan, community relations plan, odor control plan, energy efficiency plan, and waste disposal plan. Should there be a change in the use or an intensification of the described use, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with the provisions of the use permit. The Director shall either approve the proposed changes based on a finding that the changes shall not result in significant traffic, noise, safety or security concerns or other potential nuisance to surrounding property owners or within public right-of-ways beyond that anticipated by the original approval, or, if these findings cannot be made, the Director shall make a determination that a Conditional Use Permit Modification is required, which shall include Planning Commission review including applicable processing and development fees.

7. Environmental Recording Fee. Applicant shall provide the Community Development Department with a check for the sum of \$50 made out to Yolo County to record the CEQA environmental document (Notice of Exemption) with the County.
8. The applicant shall comply with all state and local laws and ordinances, including the provisions of Chapter 5.28 of the Municipal Code and the requirement to secure a Cannabis Business Permit, including approval of an Operating Agreement, for each business entity operating at the location as part of the approved conditional use permit. The applicant shall obtain and maintain, prior to operation of the business and continuing at all times the business is in operation, a valid Cannabis Business Permit and all applicable state license(s). All requirements, terms and conditions of the Cannabis Business Permit, Operating Agreement, and applicable state license(s) shall be considered conditions of this conditional use permit. Failure to comply with all applicable state and local laws and ordinances, the Cannabis Business Permit, Operating Agreement, and/or applicable state license(s) shall be deemed a violation of the conditional use permit and may result in revocation of the use permit.
9. As set forth and agreed to in the Operating Agreement for each approved Cannabis Business Permit, the business/applicant shall pay a fee in the form and in the amount and manner agreed upon between the City and the business receiving a Cannabis Business Permit. If, during the term of the Operating Agreement, the city imposes an alternative revenue mechanism, specifically related to cannabis operations (e.g. cannabis tax), the business/applicant will pay the city the greater of the two payments, or as otherwise agreed by the city or mandated by law.
10. If the applicant wishes to relocate, significantly modify the approved site layout and/or allowed cannabis uses, the applicant shall secure a new conditional use permit, or modification to the existing conditional use permit prior to any modification or occupancy of the site by a new or modified use.
11. If the Community Development Director finds evidence that conditions of approval have not been fulfilled or that the use or uses has or have resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent property, or have a substantial adverse impact on public facilities or services, the Community Development Director may refer the Conditional Use Permit to the Planning Commission for further review. If, upon such review, the Commission finds that any of the adverse results above have occurred, the Planning Commission shall recommend to the City Council to modify or revoke the Conditional Use Permit. If upon such review the City Council finds that any of the above results have occurred, the City Council shall modify or revoke the Conditional Use Permit.
12. Upon receipt of a Cannabis Business Permit the applicant shall be subject to provisions relating to violations contained in Municipal Code Section 5.28.090, or as may be amended.

13. The applicant shall submit a final security plan for review and approval by the Police Department prior to operation and shall comply with requirements included in Section 5.28.260, or as may be amended..
14. The applicant's business shall not employ any juvenile under the age of 21.
15. No customers or sales shall occur at the facility.
16. All cannabis related activities shall take place in the interior of the building and any cannabis related activities outside the premises are strictly prohibited with the exception of the lawful receipt of raw cannabis materials received by the business and the delivery of finished lawful cannabis products to another lawful cannabis business, in accordance with all applicable state and local laws governing transportation of cannabis goods. There shall be no exterior storage of materials or equipment. Storage of non-cannabis related items may be allowed in the enclosed area where it is not visible to public view.
17. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background.
18. The main entrance to the facility shall be clearly identified with proper signage to include name of business and address. Main entrance shall also provide adequate lighting per the City Security Ordinance and lighting regulations.
19. Applicant shall comply with the design requirements as stated in the Community Design Standards for any exterior changes, modifications, and additions to the subject building. All exterior changes beyond those stated in the original approval will require staff level design review.
20. The site shall be inspected and maintained daily to be clear of litter.
21. Any new signage, modifications or changes to the signage the applicant shall conform to the City Zoning Code and Sign Ordinance and shall comply with provisions of Section 5.28.280 of the Municipal Code. Except as otherwise approved by the City in writing or by law, project signage shall include nothing in word or symbol, identifying the fact that the property is used for cannabis related activities.
22. No vehicle owned or operated by the business, or used for the transportation of product or individuals associated with the Facility shall include markings (in words or symbols) identifying the vehicle as a vehicle used for cannabis-related activities, unless otherwise required by law.
23. Photometric data shall be provided, and indicate that the parking area will be equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area. The parking area shall be illuminated from dusk until the termination of business every operating day. Photometric data must also confirm the

absent of “Hot Spots” or areas of ten (10) foot-candle of illumination per square foot or more.

24. All existing landscape planter areas shall be replanted and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area unless otherwise approved by the Community Development Director. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.
25. The applicant shall utilize building energy saving measures to reduce energy usage. The applicant shall submit a statement with the initial submittal of their building construction plans describing energy conserving measures that they will be implementing.
26. The applicant shall provide a minimum of two bike parking spaces for employees. Bike parking shall be provided in a safe a secure location.
27. Waste materials shall be appropriately handled. The applicant shall describe methods that will be used to make cannabis waste unusable and unrecognizable, and how cannabis waste will be stored prior to removal from the business. The applicant shall describe methods used to transport cannabis waste from the manufacturing site to a solid waste facility. The waste management plan shall be reviewed and approved by the City prior to certificate of occupancy.
28. The applicant shall include a waste disposal plan, including projected accumulation volumes and where on the property the solvent waste will be stored. The applicant shall describe how the business will transport solvent waste from the manufacturing site to a waste facility.
29. The applicant shall have an appropriate plan that considers all possible fire, hazardous material, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation.
30. The applicant shall establish safety protocols that will be adopted, including, but not limited to: staff training, protective equipment, hazardous material handling, emergency communication/response protocols, etc. The applicant shall conform to all Cal OSHA workplace safety standards.
31. The applicant shall develop a quality control guidelines and standard operating procedures that are in strict adherence to MAUCRSA and applicable state regulations. The applicant shall establish quality control procedures for each business, manufacturing and testing to ensure that cannabis products are safe and suitable for human consumption and /or use. Quality control procedures will consider the proper handling and storage of raw materials, in-process materials, and finished product throughout the production process and shall ensure uniformity between each separately produced batch of cannabis product. This includes equipment inspection and maintenance, internal controls for each step in the process, internal batch sampling and testing.

32. The applicant shall institute policies and procedures used by the business to help prevent contamination of any cannabis product. This will include hand washing, employee training, use of facemasks/gloves, prohibiting employees who are showing signs of illness, open wounds, sores or skin infections from handling cannabis, etc.
33. A toxic material control plan will be provided with the Cannabis Business Permit application that contains a description of all toxic, flammable, or other materials that will be used or kept at the cannabis business, the location of such materials, and how such materials will be stored. The toxic material control plan will include all materials regulated by a federal, state, or local government that would have authority over the business if it was not a cannabis business.
34. The applicant will establish and utilize Standard Operating Procedures that describe the steps the manufacturing facility will take when notified from a testing agency, Health Officials, or California State Regulators, that the tested cannabis product does not meet appropriate health standards. The manufacturing operator shall describe how the business will dispose of all rejected cannabis product associated with the test sample, and ensure that rejected cannabis product is not released to the public. In addition, the manufacturing operator shall provide a recall procedure which describes the policy for communicating with customers and businesses who have purchased the product from the manufacturing facility, as well as health officials. The recall plan shall describe the method to collect recalled product and dispose of it in a manner that ensures it will not be consumed.
35. Any Cannabis manufacturer shall comply with all requirements provided by the California Department of Public Health (CDPH)

BUILDING

The following comments are from the City of Woodland Building Division and are applicable to the reference project:

36. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - a. 2016 California Building Code
 - b. 2016 California Plumbing Code
 - c. 2016 California Mechanical Code
 - d. 2016 California Electrical Code
 - e. 2016 Building Energy Efficiency Standards
 - f. 2016 California Green Building Code
 - g. The Code of the City of Woodland
37. The project will require engineered building plans for the proposed work to be plan reviewed and inspected to ensure safety. This would include compliance with California Building Codes (including the 2016 California Fire Code Chapter 38 in the July 1st, 2018 Supplement, Plant Processing and Extraction Facilities) and applicable NFPA standards.
38. Other City and County Agencies (Health, Fire, Public Works, and Planning) are be required to approve the project prior to a building permit being issued.

39. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
40. The project will provide a final odor control plan for review and approval prior to issuance of building permits.

FIRE

41. One-hour separation wall shall be inspected for integrity and conformance to original installation standards. Inspection shall be performed on both sides of the rated wall.
42. Exit doors shall be provided with panic hardware. Exit doors shall swing in the direction of egress travel.
43. Provide exit signs and emergency means of egress illumination.
44. Prior to final occupancy, provide confirmation from a licensed professional (fire protection engineer) indicating the existing fire sprinkler system adequately provides the level of protection required for the specific operation and associated hazardous materials involved.

ENVIRONMENTAL SERVICES

45. Management of Waste

- a. If the waste generated from the cannabis facility contains green byproduct, meaning that it contains buds or that the byproduct can still be used for the making of oils or the like, then the materials must be serviced as waste (trash). Yolo County Central Landfill requires these loads to obtain a certificate of destruction with each disposal.
- b. If the waste generated is brown and does not contain buds or usable byproduct, then the materials should be hauled as organic waste, which will be composted and considered diverted materials. If loads taken to the Yolo County Central Landfill contain any green byproduct, they will be processed as waste and will require a certification of destruction.
- c. Any hazardous waste materials generated (i.e. solvents, pesticides, chemicals, lamp ballasts, canisters/cylinders, personal protection equipment with residual, etc.) must be disposed of through a hazardous waste facility. Yolo County Central Landfill accepts commercial hazardous waste through their Conditionally Exempt Small Quantity Generator (CESQG) business program.
- d. Recycling (cardboard, paper, and plastic, glass, or metal containers) is also required and should be separated from any waste or organics recycling loads.

- e. Materials may be self-hauled to a waste or compost facility by the business in which the materials were generated. If self-hauled to the Yolo County Central Landfill, the above disposal procedures will be in effect.
- f. If the materials are not self-hauled, Waste Management is the exclusive waste, recycling and organics recycling hauler for Woodland and must be used for disposal services. The business may not pay another company besides Waste Management to haul waste, recyclables, or organic materials.
- g. The types of services, collection frequency, and bin sizes for waste and/or organics recycling services should be determined through Waste Management upon an assessment of the facility and types of materials generated.
- h. Depending on the amount of materials generated, all waste generated from the facility should be removed from the premise no less than one time per week.
- i. The City of Woodland, its residents and businesses have an obligation to meet state-mandated waste diversion requirements and requests that businesses make the highest effort possible to divert their waste through recycling or composting (organics recycling). Waste generated by a business should be processed in a manner that meet the landfill's requirements for acceptance as organic waste/composting.
- j. Bins (dumpsters), roll-offs (debris boxes), or trailers used to collect materials must be stationed in an area not generally accessible to the public. Bins should be either padlocked, located inside a non-accessible enclosure or inside of the business to deter scavenging.
- k. Waste containing more than 50% liquid may be hauled by a liquid waste hauler besides Waste Management.
- l. Liquid waste is encouraged to be taken to a facility with a liquid digester, anaerobic composter or the like to divert these materials from the landfill.

POLICE

- 46. A final security plan, including assessment of the delivery system, shall be reviewed and approved by the Woodland Police Department, prior to issuance of building permits.
- 47. Site plans and floor plans shall be completed to the satisfaction of the Police Department CPTED requirements prior to issuance of building permits.
- 48. Exterior lighting shall be white light using LED lamps with full cutoff fixtures to limit glare and light trespass. Color temperature should be between 2700K and 4200K with a

color rendering index of 75 or better and a light loss factor of 0.95 or better. All existing exterior fixtures shall be replaced with fixtures that meet this requirement.

49. Broken or damaged exterior lighting shall be repaired or replaced within 48 hours of being noted.
50. Exterior lighting shall be shielded or otherwise designed to avoid spill-over illumination to adjacent streets and properties.
51. Tree canopies shall not interfere with or block lighting. This creates shadows and areas of concealment. The landscaping plan shall allow for proper illumination and visibility regarding lighting and surveillance cameras through the maturity of trees and shrubs.
52. All solid core doors shall be equipped with a 180-degree viewing device to screen persons before allowing entry.
53. The business shall be equipped with and maintain a security system with an alarm system with a valid UL Certificate in accordance with ANSI/UL Standard 681-2014 (Standard for Installation and Classification of Burglar and Holdup Alarm), Extent No 3; and a Video Assessment and Surveillance System (VASS).
54. A hold up alarm shall be employed near the transport area, lobby, employee entrance and safe(s).
55. Burglar alarms shall cause the dispatch of a properly licensed private patrol.
56. Hold up alarms shall cause the dispatch of the Woodland Police Department.
57. The Security system shall be equipped with at least 24 hours of continued operation time in case of power failure.
58. The Security system shall be equipped with cellular backup in case of phone line disruption.
59. The facility shall be staffed at all times that the security system is not fully functional.
60. A log shall be maintained that shows when the alarm system was armed and disarmed, and by whom.
61. VASS storage shall be kept off-site or in a secured area accessible only to management.

62. VASS shall be capable of no less than 30-days worth of activity and shall provide comprehensive coverage of: safe, areas of ingress and egress, parking lot, loading areas, areas not clearly visible from public streets, and coverage of all exterior areas of the building.
63. Monitors displaying the employee parking area shall be mounted in a visible location near the door from which employees will arrive and depart so that employees may monitor the outside environment prior to departing the facility.
64. The applicant is responsible for reasonably controlling the conduct of persons of the site and shall immediately disperse loiterers.
65. Applicant shall install a “Knox Box” for police access of the exterior areas of the property after hours.

RESOLUTION NO. CC 19-0_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE AN OPERATING AGREEMENT WITH EPIC BROS
ENTERPRISES, INC., FOR A CANNABIS MANUFACTURING BUSINESS
LOCATED AT 1230 HARTER AVENUE, SUITE J**

WHEREAS, the applicant Epic Bros Enterprises, Inc, Manufacturing submitted a Conditional Use Permit application to operate a Commercial Cannabis Manufacturing Facility (“Cannabis Business”) in approximately 4,027 square feet in the existing building located at 1230 Harter, Suite J (“Subject Property”), conducting cannabis volatile manufacturing extractions, and using approximately 251 square feet of the space for office use and 3,776 square feet for manufacturing; and

WHEREAS, the City Council, following a Planning Commission recommendation to approve the use, approved granting a Conditional Use Permit to the Cannabis Business to conduct commercial cannabis activities at the Subject Property, subject to conditions of approval and contingent on issuance of a cannabis business permit, state license(s) and execution of an Operating Agreement; and

WHEREAS, Section 13A-3-04(a)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council finds that both community benefits and potential adverse impacts may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset by the potential community benefits the businesses can provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have therefore mutually agreed to enter into an operating agreement whereby the Cannabis Business will make certain minimum payments to the City to provide for projects, programs, and other services and activities that will positively contribute to the community and account for any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community; and

WHEREAS, the proposed Operating Agreement additionally addresses other mutually agreeable terms and conditions regarding operation of the Cannabis Business, including minimum insurance requirements, security procedures, and indemnification.

NOW, THEREFORE, the City Council hereby resolves as follows:

1. The City Council adopts the findings above as true and correct.

2. The City Council hereby approves of an Operating Agreement between the City and Epic Bros Enterprises, Inc generally consistent with the terms and conditions provided in the Operating Agreement attached hereto as Attachment 1.
3. The City Manager, or his or her designee, is authorized to execute an Operating Agreement in substantially the form provided in Attachment 1, subject to any minor, technical, non-substantive or necessary changes approved by the City Attorney, and any other supporting documents necessary to execute the Operating Agreement. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement, provided the total payment amount under the Agreement does not change.
4. The Operating Agreement shall be executed prior to issuance of a Cannabis Business Permit.

PASSED AND ADOPTED by the City Council this 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Attachment 1: Draft Operating Agreement

**OPERATING AGREEMENT FOR A CANNABIS MANUFACTURING BUSINESS
LOCATED IN THE CITY OF WOODLAND**

EPIC BROS ENTERPRISES, INC. LOCATED AT 1230 HARTER AVENUE, SUITE J

This Operating Agreement for a Cannabis Business (hereinafter “Agreement”), dated _____, 2019, (“Effective Date”), is entered into by and between the City of Woodland (the “City”), a California municipal corporation, and Epic Bros Enterprises, Inc., a cannabis manufacturing facility (“Cannabis Business”). The City and Cannabis Business may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Cannabis Business submitted an application to the City for a conditional use permit to conduct certain cannabis uses in the City, located at 1230 Harter Avenue, Suite J (“Subject Property”); and

WHEREAS, the City granted a conditional use permit to the Cannabis Business on March 5, 2019, to permit cannabis manufacturing at the Subject Property, subject to conditions of approval, issuance of a cannabis business permit and execution of this Agreement; and

WHEREAS, Section 5.28.180(a)(9) of the Woodland Municipal Code provides that the City shall enter into an Operating Agreement and Indemnification, in conjunction with the issuance of a Cannabis Business Permit, in which the Cannabis Business agrees to abide by the requirements of the Municipal Code and any other operating terms and conditions as mutually agreed by the parties; and

WHEREAS, the City Council of the City of Woodland has determined that both community benefits and potential adverse impacts may result from the operation of cannabis businesses in the City, and therefore desires to ensure all such impacts are adequately mitigated and offset by the potential community benefits the businesses can provide to the City and its residents; and

WHEREAS, the Cannabis Business and the City have mutually agreed to certain minimum payments to the City to provide for projects, programs, and other services and activities that will positively contribute to the community and account for any adverse impacts or increases in need for services caused by the operation of the Cannabis Business in the community.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals.** The Recitals, and all defined terms set forth in this Agreement, are hereby incorporated into this Agreement as if set forth herein in full.
- 2. Definitions.** The following terms shall have the following meanings for purposes of this Agreement, but other terms may be defined elsewhere in this Agreement.

- A. “Cannabis business permit” means the regulatory permit issued by the City to the Cannabis Business pursuant to the provisions of Chapter 5.28 of the Woodland Municipal Code.
- B. “Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product, as permitted by Article 17 of the Zoning Code, expressly including the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Nothing in this definition shall be construed to conflict with, preempt or replace applicable state law requirements for authorized cannabis manufacturing activities, nor does this definition authorize any activity that is otherwise illegal under state law.
- C. “City” means the City of Woodland.
- D. “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, including the Cannabis Business Permit, licenses, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for the Cannabis Business to operate in accordance with this Agreement.
- E. “Commencement Date” means the date that all of the following have occurred: (1) the City has issued all necessary City Permits; (2) the Cannabis Business has obtained all necessary State Licenses to operate; and (3) the Cannabis Business has obtained a certificate of occupancy.
- F. “Community Development Director” means the Community Development Director and his or her designee.
- G. “Conditional Use Permit” means the conditional use permit issued by the City to the Cannabis Business pursuant to the City’s Zoning Code, as approved by the City Council on or about March 5, 2019, as may be amended, related to the operation of a commercial cannabis business.
- H. “Effective Date” means the date first entered above as the Effective Date that both Parties have signed this Agreement.
- I. “Gross Receipts” means the total amount actually received or receivable from sales and the total amounts actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in “gross receipts” shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, all cost of materials used, labor or service costs, interest paid or losses or other expenses. The following shall not be included in the definition of “Gross Receipts: (1) Cash discounts allowed and taken on sales; (2) Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit; and (3)

Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.

- J. “Manager” means a person with responsibility and authority over the establishment, management, supervision, or oversight of the operation of the Cannabis Business.
- K. “State License” means all licenses required to be issued by the State of California for operation of the Cannabis Business pursuant to Division 10 of the Business and Professions Code and applicable state regulations, including Division 42 of Title 16, Division 8 of Title 3, and Division 1 of Title 17 of the California Code of Regulations, as those provisions may be amended.
- L. “Term” means the period of time this Agreement is in effect, and any renewal periods, as specified in Section 3.

3. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years therefrom (“Initial Term”), unless earlier terminated as specified in this Agreement. Prior to the expiration of the Initial Term and any subsequent Renewal Period, the Parties may mutually agree to extend the Term of this Agreement for up to two (2) additional two-year (2-year) terms to run consecutively (each a “Renewal Period”).

4. General Terms and Conditions. The Cannabis Business shall comply with all of the following terms and conditions for the Term of this Agreement:

- A. This Agreement is only valid for the Cannabis Business to operate at the Subject Property identified in this Agreement. The rights and obligations set forth in this Agreement shall not be transferred, assigned, or assumed unless agreed to in advance in writing by the City.
- B. Conditions placed on the Cannabis Business Permit and the Conditional Use Permit shall be conditions of this Agreement. Violations of the Cannabis Business Permit, the Conditional Use Permit and/or applicable State Licenses shall be deemed violations of this Agreement and shall constitute a material breach of this Agreement.
- C. The Cannabis Business shall obtain and maintain at all times a valid Cannabis Business Permit, Conditional Use Permit, and applicable State License(s) prior to and during operation of the Cannabis Business.
 - i. As soon as practicable, the Cannabis Business shall inform the City when it obtains its necessary State License(s), and shall provide a copy of the State License(s) to the Community Development Director. The City shall cooperate with the Cannabis Business as appropriate and as needed to facilitate the State’s issuance of a State License(s) to the Cannabis Business.
 - ii. The City shall diligently process the Cannabis Business’s applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; nor does this Agreement constrain the City’s discretion to determine compliance with all requirements regarding issuance of any City

Permits. Nothing in this Agreement relieves the Cannabis Business of the obligation to comply with all requirements and application procedures set forth in Chapter 5.28 of the Woodland Municipal Code.

- D. The Cannabis Business understands, acknowledges and agrees to comply with all applicable then-existing state and local laws and regulations applicable to operation of the Cannabis Business, including Chapter 5.28 of the Woodland Municipal Code.

5. Operational Requirements. In addition to all operating requirements set forth in Article 4 of Chapter 5.28 of the Woodland Municipal Code, the Cannabis Business shall comply with the following specific operational requirements:

- A. The Cannabis Business shall immediately notify the City Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other video recording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Cannabis Business shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Cannabis Business shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Cannabis Business shall so notify City police and provide an estimated timeline the breach will be cured.
- B. If the Cannabis Business receives any criminal threats, or otherwise suspects any criminal targeting related to movement of product or cash from or to the Subject Property, the Cannabis Business shall immediately notify the City Police Department.
- C. The City's Chief of Police, or his or her designee, may perform site inspections of the Cannabis Business during hours of operation, upon reasonable notice. The scope of the inspection shall be to ensure compliance with all conditions on the Cannabis Business, including compliance with state rules and regulations, such as but not limited to, track and trace requirements, product storage, labeling, and disposal of product, as well as accounting, ledgers for distribution, and other records and operating procedures. Upon reasonable notice by the City, the Cannabis Business shall provide proof, including through visual observation and confirmation by City staff, of any storage, disposal or distribution of product as may be necessary to ensure business compliance. Should the City discover any evidence of falsification of records or other practices inconsistent with City or State requirements, the Cannabis Business shall, upon written notice from the City, immediately cease and desist operations until such time that the issues have been resolved, to the satisfaction of the City, in accordance with state and local regulations.

6. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including its operation of approved cannabis uses in the City during the Term, the Cannabis Business shall do all of the following:

- A. Monthly Payment. The Cannabis Business shall pay to the City a community benefit fee in the amount of \$1,500 or five percent (5%) of the Cannabis Business's gross receipts, whichever is greater, per month ("Monthly Payment").
- i. Monthly Payments shall be calculated per calendar month, due and payable on the 15th day of the subsequent calendar month. By way of example only, a Monthly Payment for the month of September would be calculated from September 1 through September 30, due and payable on October 15.
 - ii. The obligation to make Monthly Payments shall begin as of the Commencement Date. If the Commencement Date falls on a day other than the first day of a month, the \$1,500 flat-rate amount shall be prorated for purposes of calculating the first Monthly Payment.
 - iii. If a Monthly Payment is not paid in full within fifteen (15) days after it is due and payable, the Monthly Payment shall accrue a penalty of five percent (5%) compounding for each month the Monthly Payment is late, until the Monthly Payment and all penalties are paid in full.
 - iv. Monthly Payments shall be made to the City's Finance Department. In the event the Cannabis Business intends to pay a Monthly Payment in cash in an amount that exceeds \$5,000, the Cannabis Business shall notify the City in advance to make prior arrangements.
 - v. The Cannabis Business shall keep accurate and adequate records and documentation to reflect its monthly gross receipts. Pursuant to section 13A-4-09 of the Woodland Municipal Code, the Cannabis Business shall maintain all such records for at least three (3) years, and shall produce those records to the City within 24 hours after receipt of the City's request.
 - vi. Accompanying the Monthly Payment, the Cannabis Business shall deliver to the City a report ("the Monthly Report") showing (1) Gross Receipts of the Cannabis Business for the immediate prior month; 2) a cumulative total of all amounts of Gross Receipts received by the Cannabis Business to date for the calendar year, (3) a calculation of the Monthly Payment currently due to the City; and (4) a calculation of the cumulative total of all Monthly Payments made to the City to date for the calendar year.
 - vii. In the event that City voters approve a cannabis-specific tax to be imposed on cannabis businesses operating in the City, including the Cannabis Business, the obligation to make Monthly Payments under this Agreement shall terminate as of the effective date of the cannabis tax. Nothing in this Agreement shall relieve the Cannabis Business of the obligation to pay all applicable State and local taxes, including a possible future City cannabis tax.

7. Termination. The City and/or Cannabis Business may terminate this Agreement prior to expiration of the Term for the reasons and subject to the requirements set forth below. The Cannabis Business understands and acknowledges that the right to operate the Cannabis Business

is expressly contingent on full execution of an Operating Agreement, as required by section 5.28.180(a)(9) of the Woodland Municipal Code. As such, termination of this Agreement shall result in the immediate termination of the Cannabis Business's operations, unless and until a new Operating Agreement is executed by the Parties

A. City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City provides written notice of termination to the Cannabis Business, if any of the following circumstances occurs:

- i. The Cannabis Business breaches its obligation to pay the Monthly Payments when due and fails to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of default.
- ii. The Cannabis Business breaches its obligation to perform in accordance with any material provision of this Agreement, other than the obligation to pay the Monthly Payment, and: (A) does not cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work to cure the breach within thirty (30) days after the City provides the Cannabis Business with a written notice of breach. The Parties may mutually agree in writing to extend the time period to cure the breach. The express designation in this Agreement of a provision as "material" does not imply that other provisions are not material.
- iv. The Cannabis Business fails to obtain and maintain at all times prior to and during operation of the Cannabis Business a valid Cannabis Business Permit and State License(s), or violates any condition of approval of the Conditional Use Permit.
- v. The uses and business activities of the Cannabis Business are declared unlawful by order of Court, or become illegal by operation of State law.

B. Cannabis Business's Termination Rights. The Cannabis Business may, at any time and in its sole discretion, effective thirty (30) days after the Cannabis Business provides written notice of termination to the City, may terminate this Agreement if the Cannabis Business has permanently ceased operations, or intends to cease operations within thirty (30) days, in the City of Woodland.

8. Release & Indemnification. The Cannabis Business shall release and hold harmless the City, its agents, officers, elected officials, staff and employees (collectively, "City Parties") from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of Chapter 5.28 of the Woodland Municipal Code, or any provision of the Zoning Code relating to the Cannabis Business, and (ii) any arrest or prosecution of the Cannabis Business or its owners, Managers, staff, employees, or members for violation of state or federal laws. The Cannabis Business shall further defend, indemnify and hold harmless the City Parties from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any

other parties for any damages, injuries, or other liabilities of any kind arising from or related to the Cannabis Business operations at the Subject Property, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind, including bodily injury, death or property damage, arising out of the distribution of cannabis or cannabis products at the Subject Property. The obligations in this Section 7 Release & Indemnification shall survive any expiration or termination of this Agreement.

9. Insurance.

A. Time for Compliance. The Cannabis Business shall not begin operations until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall constitute a material breach of this Agreement.

B. Types of Required Coverages. Without limiting the indemnity provisions of this Agreement, the Cannabis Business shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

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

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

- ii. Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- iii. Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

C. Endorsements.

- i. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability shall be endorsed to provide the following:

- a. Additional Insured. The City's indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.
 - b. Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
 - c. Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
 - d. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - e. Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
 - f. Applicability. That the coverage provided therein shall apply to the obligations assumed by the Cannabis Business under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- ii. The policy or policies of insurance required by this section for Workers' Compensation shall be endorsed, as follows:
- a. Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City's indemnified parties.
 - b. Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

- D. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City's indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- E. Evidence of Insurance. The Cannabis Business shall, concurrently with execution of this Agreement or as soon thereafter as may be authorized by the City, deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, the Cannabis Business shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Failure to Maintain Coverage. The Cannabis Business agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.
- G. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- H. Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Cannabis Business's policies, or the Cannabis Business shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured.

10. Notice. Any notice or other communication provided pursuant to this Agreement must be in writing and shall be considered properly given and effective only when mailed or delivered in the manner provided by this Section 9 to the persons identified below. A mailed notice or other communication shall be considered given and effective on the third day after it is deposited in the United States Mail (certified mail and return receipt requested). A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 9.

If to the City:

City of Woodland

If to Cannabis Business:

Epic Bros, Enterprises, Inc.

City Manager's Office
300 First Street
Woodland, California 95695
Attention: Paul Navazio

1230 Harter Avenue, Suite J
Woodland, CA 95776
Attention: Bejan Farahbakhsh

11. Force Majeure.

- A. "Force Majeure Event" means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party's reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- B. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Cannabis Business is prevented or delayed because of a Force Majeure Event, then the time for performance shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

12. Waiver. A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party's breach of this Agreement shall not constitute a waiver of any performance, right, or remedy. A Party's waiver of the other Party's breach of any provision in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

13. Relationship of Parties. This Agreement does not create any employment relationship, ownership interest, or other association between the City and Cannabis Business. Nothing herein shall be construed to create the relationship of principal and agent, partnership or other joint venture between the City and Cannabis Business.

14. Attorneys' Fees. The Party prevailing in any litigation concerning this Agreement, the Subject Property, or the Cannabis Business operations, shall be entitled to an award by the court of reasonable attorneys' fees and litigation costs. If the City is the prevailing party, then this Section shall apply whether the City is represented in the litigation by the designated City Attorney or by outside counsel.

15. Severability. If a court with jurisdiction finds any provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect, and to this end this Agreement shall be severable.

16. Counterparts. The parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which shall collectively constitute this same Agreement.

17. Integration and Modification. This Agreement sets forth the Parties' entire understanding and agreement regarding the matters addressed herein. This Agreement supersedes all prior or

contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by written agreement signed by both Parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first set forth on this Agreement.

City of Woodland

**Cannabis Business:
Epic Bros Enterprises, Inc**

By: _____
Paul Navazio, City Manager

Dated: _____, 2019

By: _____

Dated: _____, 2019

Approved as to Form

Woodland City Attorney

Dated: _____, 2019

By: _____
Kara K. Ueda, City Attorney

Attachment: Final Conditional Use Permit Resolution and Conditions of Approval



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: Planning Commission Meeting
DATE: February 7, 2019
ITEM #: H.1.
SUBJECT: **SUBJECT: Epic Bros Enterprises, Inc, Commercial Cannabis Manufacturing Facility.** A proposed Conditional Use Permit to allow a non-volatile cannabis manufacturing facility at 1230 Harter Avenue, Suite J: PLNG 18-00103

Recommendation for Action: Staff recommends that the Planning Commission:

1. Receive the staff report;
2. Conduct a public hearing;
3. Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; and
4. Approve Planning Commission Resolution No. PC19-002 recommending that the City Council approve a Conditional Use Permit amendment to allow a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J, conditioned upon approval of appropriate Cannabis Business Permit and the recommended conditions of approval.

Staff Contact:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org

Report in Brief:

The Applicant, Epic Bros Enterprises, Inc. received approval for a Conditional Use Permit for a cannabis distribution facility in this location. The applicant has requested to amend their original application from distribution to manufacturing of infused beverages. This is a non-volatile manufacturing process. The proposed use will include the ability to self-transport of wholesale product from the premises, consistent with the Zoning Definition for cannabis manufacturing. Staff is supportive of the proposed amendment.

Background:

On August 7, 2018, Epic Bros Enterprises, Inc. applied for a Conditional Use Permit (CUP) for a commercial cannabis distribution facility which was approved by City Council October 18, 2018. The applicant is requesting a recommendation of approval to the City Council for an amendment to the CUP in order to replace the distribution use with a non-volatile manufacturing use in order to prepare cannabis infused, non-alcoholic beverages.

On November 8, 2016 California voters approved Proposition 64, known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized non-medical cannabis use, possession and cultivation by persons 21 years of age and older. With the majority vote passage, the provisions related to personal use, possession and cultivation of non-medical cannabis went into effect on November 9, 2016. Commercial non-medical cannabis activities also became legal on November 9, 2016, although commercial activities require

state licenses. The state began issuing licenses for commercial activities on January 1, 2018.

On June 27, 2017, California Senate Bill 94 was signed into law, repealing the Medical Cannabis Regulation and Safety Act (MCRSA) and amending AUMA to consolidate state licensing of medical and non-medical commercial activities. The new law is now called the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

On September 16, 2017, Assembly Bill 133 was signed into law by Governor Brown and it made numerous minor amendments to MAUCRSA. One of the amendments removed the requirement that cannabis businesses maintain separate and distinct premises for each use. Now multiple uses may be located at the same location, so long as a separate state license is obtained for each location where commercial cannabis activity occurs, subject to applicable state regulations.

There continues to be additional amendments to the State Regulations.

The City of Woodland has passed several Ordinances to update the Municipal Code to address both personal and commercial cannabis uses. On December 5, 2017 the City Council approved Ordinance 1629 to add Article 21.6 of Chapter 25 to the Municipal Code relating to the zoning of Commercial Cannabis uses. The Council also approved Ordinance 1630 to add Chapter 13A to the Municipal Code related to commercial cannabis business permits and operating regulations.

Ordinance 1629 allows consideration for up to six (6) conditional use permits for cannabis uses, which may be located in the Industrial or Industrial with Light Industrial Flex Overlay zones. The Ordinance allows the consideration of multiple cannabis license type in one location to be considered under one Conditional Use Permit. However, each business entity will be required to obtain separate Cannabis Business Permits (CBP). An operating agreement, to be approved by the Community Development Director, consistent with council approved conditions, will be required with each CBP.

To date, the City has approved three Cannabis CUP applications of which Epic Bros Enterprises, Inc. is one. Under the current ordinance the City may consider approval of six CUPs for commercial cannabis uses.

Discussion:

Project Site Description

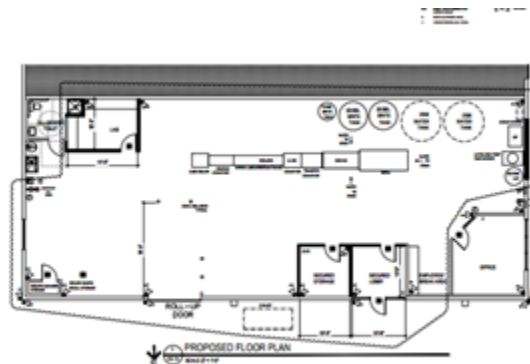
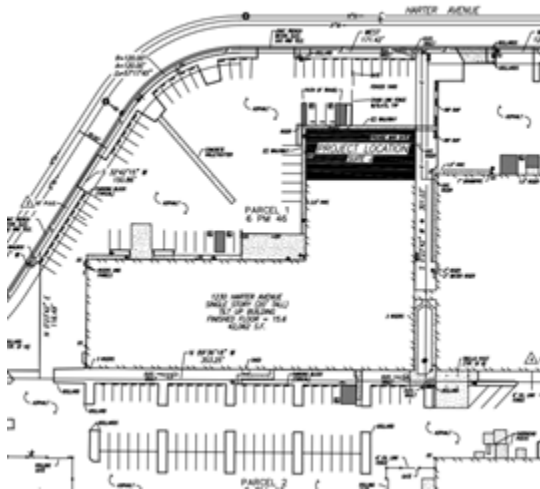
The overall project site is 3.66 acres in size and occupied by three buildings at 460, 1230, and 1250 Harter Avenue. The subject building at 1230 Harter Avenue is an existing one-story multi-tenant building approximately 42,241 square feet in size and houses multiple tenants (See Attachment 3, Site and Floor Plan). The property is bounded by vacant land, existing industrial development and East Street to the west, Harter Avenue and Interstate-5 to the north, and existing industrial development to the east and south. The applicant is proposing to occupy Suite J, which is 4,027 square feet in size, located in the north east corner of the building.



(1000 foot radius from the parcel)

The property is zoned for Industrial with a Light Industrial Flex Overlay and the proposed use may be considered with approval of a Conditional Use Permit by the City Council as the final acting body.

Epic Bros Enterprises, Inc (EBE) will occupy approximately 4,027 square feet in the existing building at 1230 Harter, Suite J. Approximately 251 square feet of space will be for office use with 3,776 square feet allocated for manufacturing purposes. (See Attachment 2, Statement of Justification and Vicinity Map and Attachment 5 – Business Plan). Under the terms and conditions of approval Epic Bros Enterprises, Inc. will be required to obtain a Cannabis Business Permit for a Non-volatile Manufacturing Facility. There will be no retail use at the site, or signage that identifies the type of business that is operating.



(Site Plan) (Floor Plan)

Analysis:

Environmental Assessment Status

Staff has determined that a Class 1 Categorical Exemption (Existing Facilities) pursuant to Section 15301 of the CEQA Guidelines and a Class 32 Categorical Exemption (Infill Development) pursuant to Section 15332 of

the CEQA Guidelines is the appropriate level of CEQA review for this document. Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agencies' determination. Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects located on sites that are less than 5 acres and consistent with local general plan and zoning requirements. The project will not have any biological, air, water, traffic, or noise impacts. The proposed use would occupy approximately 4,027 square feet space within an existing industrial multi-tenant building that has previously been occupied by industrial and manufacturing uses similar to the proposed project. The applicant has worked with the City's Environmental Services and Public Works Departments to ensure that all operating processes will meet safety and water quality treatment requirements. Further, additional conditions have been added to document and ensure that such measures are required in the future should the ownership of the use change.

Reviewing Agency Comments

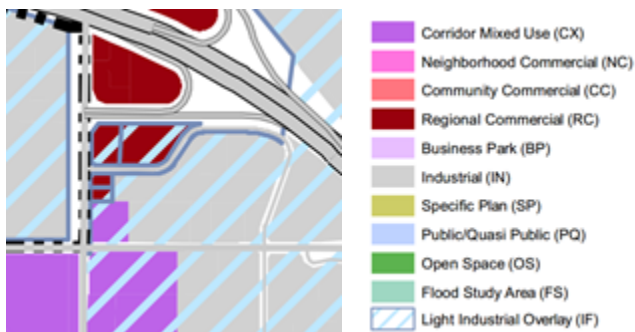
The project has been circulated to other city divisions and departments for review as well as to agencies outside the City of Woodland who have may have interest in the application including Air Quality, Waste Management, Yolo County, Yolo County Office of Education, and PG & E. All reviewing agency comments have been integrated into the conditions of approval.

Staff Analysis

2015 General Plan Consistency

The 2035 General Plan (GP) designation for the site is Industrial with a Light Industrial Flex Overlay (I/LIF). The proposed use of the site is consistent with the General Plan and shall be reviewed in accordance to the policies listed in conditional use permit discussion below. The General Plan describes this land use designation as follows:

When applied over the Industrial base designation, the Light Industrial Flex Overlay provides for a mix of general, light to custom industrial and manufacturing uses, including multi-tenant spaces with offices, contractor storage, agricultural processing, food producers, industrial technology, and other sensitive processing uses that require controlled performance standards.



(General Plan Land Use Diagram)

Climate Action Plan Consistency

The project involves the re-use of an existing building that will be re-purposed and upgraded to encourage new technology and an employment generating use. Strategy T/LU-2 encourages Redevelopment and Repurposing. The Climate Action Plan assumed that development would occur and continue within the urban areas of the city. In this instance, project has been conditioned to encourage and utilize energy saving features as appropriate including solar consistent with Strategy E-3. The applicant will be required to submit a statement with their building construction plans describing measures that they will be implementing.

Zoning Consistency

The zoning designation for the site is Industrial with Light Industrial Flex Overlay (I/LIF), which provides for types of animal and food processing uses, manufacturing uses, industrial yard uses, warehouse and storage uses and other related miscellaneous uses, such as office space and general agriculture.

The proposed future use of the site is industrial and is consistent with the Zoning Ordinance. Cannabis manufacturing is defined as shown below and not only includes the activities related to manufacturing but also includes self transport to allow distribution of wholesale product from the premises. Two state licenses may be authorized, Non-Volatile Manufacturing and Transport.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product. For purposes of this Article, cannabis manufacturing expressly includes the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Cannabis manufacturing may include distribution of wholesale products from the premises, but shall not include any retail sales of cannabis or cannabis products or other sales to consumers.

The site is existing and developed as an industrial multi-tenant development. No significant exterior changes are proposed. The site meets all standards and criteria required in the Industrial District. The site has significant parking available. The building has existing loading doors that are located behind a secured fenced enclosure on the north side.

Parking:

There is adequate parking provided for use. The total site encompassing three buildings has approximately 258 parking spaces. The unit at 4,027 square feet would require 2 parking spaces based on the ratio of one space per 2,000 square feet of gross floor area (1/2000). The site is designed to accommodate truck loading and buildings have multiple loading doors.

Hours of Operation and Employees:

The operation will not be open to the public at any time. Regular business hours shall be between 6 AM and 9 PM, but may require staff to be present 24 hours per day. There will be between 3 and 8 employees on site and there will be 2-eight hour shifts per day.

Vehicular Traffic and Deliveries:

Raw material and finished cannabis products will be safely and securely transported to and from the facility in unmarked vehicles by a State licensed distributor. The city’s zoning code does allow the user the ability to transport their own finished product (wholesale) to another licensed business. However, raw product shall be delivered to the facility by a state licensed distributor.

The facility has a secure fenced in yard area and roll up door on the north side of the building which provides additional security for deliveries and loading of cannabis product. The secured yard will be locked immediately after a vehicle enters the yard area. Measures provided through the Safety and Security Plan and in conjunction with Woodland Police Department will help to ensure that this process is monitored and secure.

Landscaping:

The site has existing mature landscaping. The application will be conditioned to require on-going maintenance and replacement of any dead or dying plant materials.

600-foot Sensitivity Buffer

There are no sensitive uses within 600 feet of the parcel edge of the subject property. The site approximately 2090 feet from the proposed cannabis site at 1460 Tanforan Avenue, Suite B, and separated by the I5 freeway.

Conditional Use Permit Review

A conditional Use Permit (CUP) affords broad public review and evaluation of those uses which require special consideration to ensure proper integration into the community and mitigation of any potentially adverse impacts. The Planning Commission and City Council will be asked to make the required findings to permit the use.

In considering an application for a conditional use, due regard shall be given to the nature and condition of the proposed or existing use and all adjacent uses and structures. The City may impose requirements and conditions with respect to construction, maintenance, and the operation of the use, as may be deemed necessary for the protection of adjacent properties and the public interest. Conditional Use Permit analysis typically includes consideration of the proposed use; hours of operation; consistency with zoning standards such as parking; compatibility with existing uses and structures in the surrounding area; and other criteria as may be deemed appropriate.

A CUP runs with the land unless the use ceases or the CUP is revoked. Once approved, should ownership of the land or the business change, the CUP would remain valid at the location approved. In addition to the CUP land use considerations above, the Cannabis Ordinance 1629 (Municipal Code 25-21.6.50(c)): provides other specific factors that shall be considered by the Planning Commission and ultimately the City Council which include the following:

(1) The type of proposed use by the applicant:

The requested use is a conditionally allowed use in the zone regulations. The use would fit the category of cannabis manufacturing defined the Zoning Land Use Matrix. The use is consistent with the General Plan. General Plan policies that specifically relate to this request include the following:

2.D.3 – Technology Sector: Grow the technology sector in Woodland by leveraging the research strength at U.C. Davis. Encourage smaller companies and start-ups to locate in incubator spaces in Downtown and in areas with the Light Industrial Overlay designation.

2.E.7 – Public Safety and Community Design: Promote design that enhances public safety and discourages crime by providing buildings that engage the street, as well as adequate lighting and sight lines.

4.C.6 – Monitor Trends: Monitor economic trends to identify emerging industries, new market opportunities, and the performance and mix of businesses to allow the City to be proactive and adjust to market changes.

4.C.9 – Importance of Agricultural Industry: Recognize the importance of agriculture-related business and industries to the City and region, and support the continuation and development of agriculture and agriculture-related enterprises in and around Woodland.

4.E.1 – Job Expansion through Business Expansion: Encourage the expansion and attraction of diverse businesses and industries that create and increase the quality and amount of stable, year-round jobs locally.

(2) Whether the proposed use will be detrimental to the health, safety and welfare of the community:

The proposed facility would be contained within the existing building with numerous redundant security measures employed via a security plan reviewed and approved by the City of Woodland Police Department. The facility would not have exterior signage and would not be open to the public. Vehicles used to transport cannabis and the resulting beverage products would be unmarked but also secure. The tenant improvement plans will undergo review and inspection by both the Building and Fire Divisions to ensure the proper construction, installation and operation of the manufacturing facilities. The City will conduct annual review of the facilities and annual review of the general business operations. The applicant must also comply with all other agencies including health and state operating requirements.

(3) Whether the use would enhance the economic viability of the area in which it is proposed to be located, including adjacent and surrounding properties:

The proposed facility will provide a new source of employment and revenue to the City while remaining under close regulation and oversight by both the City and State. The use will be complementary to uses already existing in and around the project location, many of which are food or related industries.

(4) Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts:

At the time of approval of a Cannabis Business Permit, the applicant will be required to pay a fee which has been determined to provide adequate cost recovery to the city for all activities, including police surveillance, associated with the proposed business. Further, as provided in a required operating agreement, a generalized contribution will be determined based on gross receipts derived from cannabis uses that will generate essential funds for protecting vital City services and facilities, help fund general municipal services, and place such businesses on more equal footing with existing City businesses.

The applicant has also included a Community Relations Plan and assigned a Community Relations Manager, Bejan Farahbakhsh. In a letter to adjacent businesses on December 2, 2018, the applicant provided contact information and explained their intent and mission to be a compliant business and to be a model for other similar businesses (Attachment 6).

(5) The extent of support or opposition to the proposed use and the location from members of the community:

Prior to submittal of the initial application, EPE provided a letter to adjacent businesses on December 2, 2018, and public notice of the proposed cannabis use was provided in accordance with state law and in accordance with city requirements for 1,000-foot radius.

(6) The number of cannabis uses located or proposed to be located within 1,000 feet of the proposed location:

The closest proposed cannabis use is for a cannabis manufacturing facility located within the same building in Suite F, ProTerp Manufacturing. An additional commercial cannabis facility is proposed at 1460 Tanforan Avenue which is approximately 2,090 feet from this project site (measured from parcel to parcel) and separated by the I5 Freeway.

However, the reality is that there are a limited number of sites and/or buildings currently available to cannabis uses. This limitation may be due to a number of reasons, such as the reluctance of some owners to lease space to cannabis uses; a lack of availability of smaller spaces within industrial buildings, which are more suitable to smaller scale manufacturing uses; and a number of restricted sites due to their proximity to sensitive uses. It is possible in the future that more cannabis related uses may request to locate in this proximate area due to the appropriate facility size available and a willing property owner.

(7) The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area:

At this time, there is no overconcentration of cannabis uses. See discussion above. The City may find that on a limited scale that it is acceptable to have multiple cannabis uses located in a specific area.

(8) The background and history of the applicant, including the nature and extent of problems on any premises where he or she has operated a cannabis business in the past:

The applicants have completed all request for “Live Scan” and provided all relevant background information concerning past history with regard to Cannabis uses. The Police Department have not identified any significant concerns identified.

(9) Whether there is a history of police or crime related problems in the area of the proposed location which may be exacerbated by the establishment of the proposed cannabis use.

The Police Department ran review of calls for service within a 1000-foot radius from the project site for the past calendar year. The calls for service do not reflect a high volume of police activity, especially for crime related calls. It is believed that establishment of the proposed cannabis operation, as conditioned, would not exacerbate crime related activities.

Cannabis Business Permit Review

The Cannabis Business Permit (CBP) provides for the review of operational features for each cannabis business entity and is required in addition to a business license. A CBP is required prior to initial operation and requires annual review. Prior to issuance of the CBP fees must be paid and a final Operating Agreement authorized. The CBP is approved by the Community Development Director. Operating details including a Security Plan, Lighting Plan, Odor Control Plan, Business Plan, Community Relations Plan, as well as an Operating Agreement and Indemnification statement are required as part of the CBP review. Some of these items, such as the Odor Control Plan and Community Relations Plan have been provided as part of the Conditional Use Permit review and are included as Attachments.

Community Relations Plan

A plan that describes who is designated as being responsible for outreach and communication with the

surrounding community, including the neighborhood and businesses, and how the designee can be contacted. The community relations plan must include a description of the community benefit the business will provide, or proposes to provide, to the surrounding community. The applicant has provided an initial Community Relations Plan with the CUP application (Attachment 6).

Business Plan

A plan describing how the cannabis business will operate in accordance with this code, state law, and other applicable regulations. The plan must include plans for hours of operation, handling cash, and transporting cannabis and cannabis products to and from the business site, as may be applicable. Some aspects of this plan may be confidential. The applicant has provided an initial Business Plan with the CUP application (Attachment 5).

Odor Control Plan

A detailed ventilation plan describing the air treatment system, or other methods implemented to prevent offensive odors generated from the manufacturing, testing, and /or storage of cannabis from being detected outside the building. A discussion is provided in the Business Plan and will be assessed at the time of construction plan submittal.

Security Plan

The Draft Security Plan is a confidential document that generally addresses safety concerns related to vandalism, internal and external theft, lighting, video surveillance, security personnel, and other crime prevention. Because this document is confidential, it cannot be attached to this report. All interested parties to a cannabis business permit application are subject to fingerprinting and a criminal background investigation. The security plan has been reviewed by the Police and Fire Departments as part of the conditional use permit review. A final plan will be reviewed and approved with the Cannabis Business Permit.

Operating Agreement and Indemnification:

The City and applicant shall enter into an operating agreement, in a form approved by the city attorney, in which the applicant releases the city from any damages or liabilities of any kind for violation of state or federal law and agrees to defend, indemnifies, against any and all claims or actions. In addition, the applicant agrees to operating terms and conditions mutually agreed upon that ensure that the community benefits derived from the proposed cannabis business adequately address potential adverse effects.

Appeal

The Planning Commission action on the Conditional Use Permit shall be final unless, within **fourteen (14) calendar days** after the decision, the applicant or any other person, including the City Council, any individual City Council member, or the City Manager, not satisfied with the decision of the Planning Commission, may appeal to the City Council. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. *It is noted that in the case of the Cannabis Conditional Use Permits, the final action will be taken by the City Council.*

Public Notification:

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat at least ten days prior to the public hearing.
- Notices were mailed to all property owners within 1,000 feet of the project site.

Conclusion:

Staff recommends that the Planning Commission:

1. Receive the staff report;
2. Conduct a public hearing;
3. Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; and
4. Approve Planning Commission Resolution No. PC 19-002 recommending that the City Council approve a Conditional Use Permit amendment to allow a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J, conditioned upon approval of appropriate Cannabis Business Permit and the recommended conditions of approval.

Attachments:

1. Project Information Summary Sheet
2. PC Reso Epic Bros w. Conditions
3. Application Justificaiton and Site Plan
4. EBE Business Plan
5. Community Relations Plan and Letter to Businesses
6. EBE Waste Management Plan
7. Energy Efficiency Plan



Community Development Department

300 First St, Woodland CA 95695
Phone (530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. OWNERY/APPLICANT

Property Owner:

Ethan Conrad

Mailing Address:

1300 National Drive Suite 100

City State Zip Code:

Sacramento, CA 95834

Phone Number:

916-779-1000

E-mail Address:

ethan@ethanconradprop.com

Project Applicant:

Epic Bros Enterprises, Inc

Mailing Address:

1230 Harter Ave Suite J

City State Zip Code:

Woodland, CA 95776

Phone Number:

925-785-4950

E-mail Address:

beifara@hotmail.com

2. PROJECT DESCRIPTION

Project Name:

Epic Bros Enterprises, Inc

Total Acres or Square Feet:

3,776 sqft warehouse + 251 sqft office

General Plan Land Use Designation:

Industrial with light Industrial Flex Overlay

Existing Zoning:

Industrial with light Industrial Flex overlay

Site Address or Location:

1230 Harter Ave Suite J Woodland

Assessor's Parcel Number(s):

027-420-030-000

Is Project in Flood Zone? ☐ Yes ☒ No

Requested Entitlement/Permit Type:

Type 6 cannabis manufacturing and self-transport

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☒ Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other*

* Attach Evidence of Authority/Letter of Agency (see attached template)

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Applicant

Date

Applicant

Date

Legal Owner

Date

Legal Owner

Date

DEPARTMENT USE ONLY

Entitlement Type

- | | | |
|--|---|---|
| ☐ Zoning Administrator Permit (ZAP) | ☐ Zoning Amendment | ☐ Sign Plan |
| ☐ Conditional Use Permit (CUP) | ☐ Zone Interpretation | ☐ Tentative Parcel Map |
| ☐ CUP/ PUD/ ZAP Modification | ☐ Design Review | ☐ Tentative Subdivision Map |
| ☐ Annexation Application | ☐ Site Plan Review | ☐ Amendment to Tentative Map |
| ☐ Lot Line Adjustment | ☐ General Plan Petition | ☐ Variance |
| ☐ Lot Merger | ☐ General Plan Amendment | ☐ Other: _____ |

Is this request related to another development? _____

☐ Yes ☐ No

Explain: _____

Intake

Amount Paid: _____

Amount Owed: _____

Logged by: _____ Date: _____

Planner: _____ Date: _____

Project No: _____



City of Woodland

Community Development Department, 300 First Street, Woodland CA 95695, (530) 661-5820 fax (530) 406-0832

LETTER OF AGENCY

If the applicant is not the owner of record of the subject site, a Letter of Agency from the owner, or the owner's authorized representative must be submitted which grants the applicant permission to apply for the requested entitlement(s). The Letter of Agency must be notarized.

Date: 1/17/2019

To: City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

Community Development Department:

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: Epic Bros Enterprises, Inc Phone: 925-785-4950

Applicant's Address: 1230 Harter Ave Suite J Woodland CA 95776

To apply for the entitlement(s) listed below

☐ General Plan Amendment	☐ Zoning Amendment	☐ Tentative Subdivision Map
☐ Tentative Parcel Map	☐ Specific Plan Amendment	☐ Lot Line Adjustment
☐ Variance	☒ Conditional Use Permit	☐ Planned Development
☐ Site Plan Review	☐ Design Review	☐ Zoning Administrator Permit
☐ Specific Plan	☐ Cannabis Business Permit	☐ Cannabis Conditional Use Permit
Is this request part of another application? Yes ☐ No ☐	Other:	

The subject property is located at: 1230 Harter Ave Suite J Woodland CA 95776

Assessors Parcel Number: 027-420-030-000

Signature of Owner(s) of Record (must be an original signature)

Ethan Conrad
Print Legal Owner(s) of Record Name

1300 National Drive #100 Sacramento, CA 95834 916-779-1000
Address of Legal Owner (attach title report) Phone:

E-mail Owner(s) of Record: ethan@ethanconradprop.com

ACKNOWLEDGMENT

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

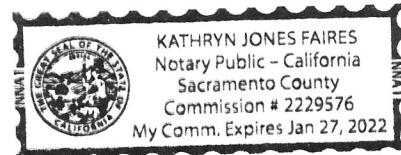
STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento

On January 17, 2019 before me, Kathryn Jones Faires, Notary Public, personally appeared Ethan Conrad, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity(ies), and that by his ~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Kathryn Jones Faires (Seal)



EPIC BROS ENTERPRISES, INC
1230 Harter Avenue Suite J
Woodland, CA 95776

Applicant Narrative/ Justification

Preamble. Epic Bros Enterprises, Inc (hereinafter referred to as “Applicant”) is pleased to present our Commercial Cannabis Application Package to the City of Woodland’s Community Development Department for Type 6 Medical and Adult Commercial Cannabis Non-volatile manufacturing.

Applicant recognized the need for strict adherence to legal guidelines and requirements as outlined by the City of Woodland, the State of California as well as other relevant stakeholders. Our team of qualified business professional looks forward to working with all necessary agencies and authorities having jurisdiction to ensure compliance with all requirements. We believe that we are offering a comprehensive solution that can help satisfy the growing demand for cannabis in a safe and clean manner, while being a good member to the community and contributing in a significant way to the local economy.

Summary of Proposed Location. Applicant is proposing their project to be located at 1230 Harter Avenue in the City of Woodland in suite J within the proposed building. Property is zoned as Industrial with a Light Industrial Flex Overlay in the City of Woodland with an immediate access to I-5 freeway. The building has 120/208 and 277/480 Volts with a 3-phase power and natural gas service available. The boundaries of the property are greater than 600 feet from any K-12 school, commercial daycare center and youth center, and are greater than 600 feet of any residences of libraries on a neighboring property.

The existing facility needs some modifications. The facility currently has two roll up doors, a secured fenced in yard for secure intake, an office space and warehouse area. Applicant is planning to construct a secured two-point access to lobby area and to warehouse space that will not be accessible to public unless authorized and escorted by Applicant and to City/State officials for inspections.

Applicant shall seal off non-functional roll-up door that is not secured by a fence. Within the lab itself, applicant is proposing to construct a secured storage area for any finished cannabis products as well as any raw materials necessary for Applicant’s infusion process.

Applicant will also have a secured safe for any cash storage (Please see “**Security Plan**”).

Project Size. The project itself occupies 3,776 sq ft of warehouse space, 251 sq ft of office space, and a fenced/paved yard as a portion of a 42,241 sq ft commercial building. The warehouse clear height is 19’ and is equipped with fire sprinklers, 120/208 and 277/480 Volts with a 3-phase power, has natural gas service and heavy parking.

Currently, the space has two roll up doors, a yard secured with razor wire and opaque fencing, an office space, and a warehouse space. Applicants are planning to construct a secured two-point access to the lobby area with restricted access to the warehouse space. Only authorized visitors, City and State inspectors, and law-enforcement can be escorted within by management. Applicants also propose changes that include sealing off one of the two roll-up doors that is not

secured by a fence as well as constructing a food safe, commercial lab room. Applicants will designate an area for storing cannabis waste, as well as secured storage of high valued products and cash.

Facility Advantages. The following are advantages of the facility at 1230 Harter Ave, Suite J:

- Located in a concealed location that is not immediately visible
- Warehouse space with sufficient power
- Sufficient yard for secure intake/output area
- Facility comes with fire sprinklers
- Facility will not impact the peace, order, or welfare of the local community

Additional Advantages.

Applicant ensured that surrounding neighborhood businesses are aware of applicant's intentions of amended their current use from Commercial Cannabis Distribution to non-volatile manufacturing business. Letters were sent out December 4th, 2018 to inform all neighbors of Applicant's business intentions.

Addressing Negative Effects on the Community. Applicant recognizes City's concerns surrounding commercial cannabis businesses. Pursuant to both City of Woodland ordinance, California State's regulations and reasonable good neighbor policies, our operation will include the following:

Security. Our facility will employ a comprehensive security plan mandated by ordinance which includes security patrols, use of security cameras, and strategic placement of lighting that will deter crime in the area. **Please see Security Plan.**

Odor Control. Our facility will have a comprehensive odor control system which will make odors typically associated with cannabis undetectable. **Please see Odor Control Plan.**

Cross Contamination. Our facility is subject to strict guidelines under local and State's regulations. It requires us to establish and implement written non-volatile manufacturing operation procedures to ensure that all of our product handling is conducted properly. Our operations shall be conducted under conditions and controls that are necessary to eliminate contamination that could potentially affect our product and other surrounding businesses' production.

Community Benefits. A critical component to our operating model is deeply rooted in good stewardship to our community and the populations we serve. Applicant intends to engage in a responsibility agreement with the City of Woodland to remit \$48,280 annually to City of Woodland, for the purpose of mitigating any adverse impacts the facility might have on our neighborhood. Second, Applicant shall remit 5% of gross revenue sales or \$1,500 per month to the City of Woodland as community benefit fee that shall be executed in an Operating Agreement. Third, a well-run non-volatile manufacturing business does much more for a dispensary and its patients and customers than merely providing access to cannabis. Our vision includes fostering a

sense of community among our neighbors to build stronger, healthier populations. Our organization is committed to creating a community-based entity to support the needs of dispensaries, their customers and patients, and improve our community by creating more jobs for residents.

Applicant believes that this facility is a great choice for this type of business and will enhance the local neighborhood, providing added security, economic viability, and responsible partnerships.

EPIC BROS
ENTERPRISES, INC.

1230 HARTER AVE.
SUITE J
WOODLAND, CA 95776

PREPARED BY:

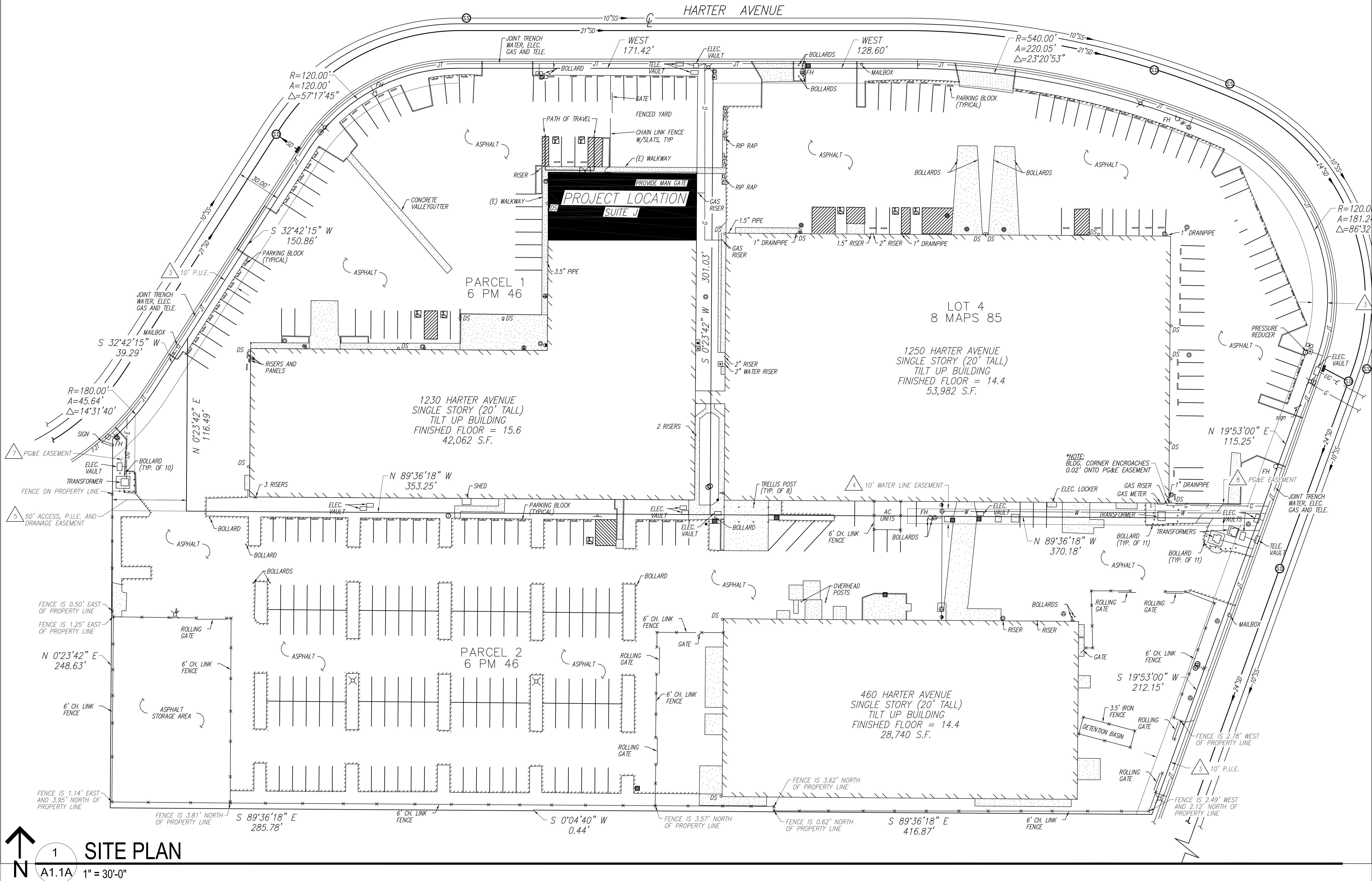
STACEY HALL
C-31704

DRAWING:
SITE PLAN

PAGE: **A1.1A**

DATE:
AUGUST 6, 2018

CUP
SUBMITTAL
DRAWINGS



1
A1.1A
1" = 30'-0"
SITE PLAN

EPIC BROS ENTERPRISES, INC
1230 Harter Avenue Suite J
Woodland, CA 95776

Business Plan

• **MISSION STATEMENT**

To widely provide the highest quality, tested medicinal and recreational cannabis infused beverages for California State's consumers.

To aid and eliminate illegal, problematic grow and manufacturing houses and the nuisances surrounding them. Those nuisances include, but are not limited to, increased opportunity for crimes against property and persons at unsecured locations, obnoxious odors, fire hazards and the like. These individuals hope to profit by selling cannabis on the black market, avoiding regulated and compliant dispensary operations which pay taxes and benefit the community at large. Our business aids in eliminating this behavior by providing legally grown and manufactured cannabis to dispensaries in the surrounding areas of Woodland.

To provide employment opportunities for local residents, will pay taxes in accordance with City and state requirements, which in turn will benefit our City at large, including our neighborhood.

• **QUALIFICATION OF PRINCIPLES**

Epic Bros Enterprises, Inc ("EBE" and "Company") is owned and managed by individuals with many years of experience in successfully starting and running highly regulated businesses such as oil companies. Our team is highly familiar with best practices in regulatory compliance, community relations, financial planning as well as all functions required for successfully managing day-to-day operations of the company. Our team will meet or exceed all criteria set forth by the City of Woodland and the State of California.

Bejan Farahbakhsh (President) - In 1995, Bejan opened his first Arco Am Pm in the city of Roseville. He built the site from the ground up going through entitlements, permitting & licensing, construction and had a grand opening for the site. As a direct result of establishing close relationships with City Staff, Police and, most importantly, the Community, the first store was a great success and has launched Bejan into his career of 10 years of running and managing a thriving and a successful business. Bejan then sold the store and utilized his acquired skills in working and consulting with dozens of other gas station franchisees, convenience store and car wash owners to help them achieve success and stay successful with good business practices, vendor relations, employee relations as well as government and franchisee/franchisor relations. With this expertise, Bejan has developed a solid network of quality business associates and a great network of friends to take his career to the next level. Another opportunity to build from ground up an Arco Am Pm has approached Bejan and his team in the City of Oakley. Impressively, within less than two years, the team has been able to open their doors, and yet again, establish another successful gas station that has been recognized to have the second highest Am Pm sales in the Northern California. This project has also supported the local High School sports programs, sports leagues in the community, grand opening events and multiple

customer appreciation events. Through the years Bejan has learned and now prides himself on offering the highest paying wages to staff members, which created desire for his employees to work hard with full dedication, great customer service, true care for the business. Later, Bejan and his team has opened three additional gas stations that were built from ground up and bought four more stations from the oil company since then. Bejan has won multiple awards such as Rookie of the Year, Franchisee of the Year and multiple high Sales and Standard awards. Over the last twenty-three years of owning, operating and consulting, Bejan has put great importance in his reputation by managing all aspects of gasoline, alcohol and tobacco sales and storage in a very cautionary and responsible manner. Bejan strongly believes that his knowledge will help him and his team establish a fully compliant, community oriented commercial cannabis distribution company in the City of Woodland.

Inderveer Takhar (Chief Financial Officer) – Inderveer has been a Yolo County resident for the last twenty years and attended Davis University of California where he received a degree in communications. In the early 1999, Inderveer and his family began with their first fuel station in the City of Woodland which became a successful business model. After establishing themselves in the City of Woodland over the course of ten years, Inderveer and his family opened two more fuel stations and has recently built a fourth one in the city of West Woodland. Similar to the cannabis industry, Inderveer has experienced a highly-regulated industry that always faces new laws and changes in regulations. He has learned how to work through these obstacles, acquired skills on how to maneuver and adapt and deliver consistency to his work product. Additionally, Inderveer has a great experience and knowledge in employee management as he has managed over fifty employees. Inderveer has built a team of dedicated, hard-working staff members that brought value to his businesses and positive growth in communities. Inderveer recognizes the importance of proper business management and proper handling of staff members to ensure their safety, competency in laws and regulations and enjoyment of their work environment.

Inderveer feels that he has acquired a significant amount of appreciation of good business practices. Such knowledge will benefit the commercial cannabis distribution business model that his team and he will be building together by bringing their individual expertise to the table. Inderveer is looking forward to be involved with the local community and help promote new positive changes that will benefit the City and its community.

Robert Takhar (Vice President) – Robert was born in 1975 in a small town of Yuba City. He grew up on a family farm where he helped his grandparents with their peach tree farm business. Later, Robert and his family moved to Seattle, Washington to help his father achieve his dream of becoming an entrepreneur. They purchased a family “Mom and Pop” shop/restaurant and that’s when Robert’s experience in restaurant management and day-to-day operations had begun. While helping his family run their restaurant, Robert was attending University of Washington. Once he received a business degree from the University of Washington, Robert decided to expand his knowledge in a financial world and became a financial advisor. Having an extensive portfolio of clients, Robert has various expertise on how to properly utilize funds, being able to determine good investment opportunities and properly establish financial roadmaps for businesses. Due to illness of his grandparents, Robert returned to California to continue help operate his grandparents’ peach farm. Concurrently, his family purchased a gas station in Woodland in 1999 along with his brother Inderveer. Robert’s was heavily involved in the construction process as well as day to day operations. Over the years, Robert had acquired great

knowledge of accounting and finances and day-to-day operations. Being in a highly-regulated industry, Robert also has very good understanding on how to properly apply regulatory processes to daily operations and appreciation of establishing transparent working relationships with community members and governmental/state and city officials.

John Terrell (Secretary) - John Terrell is a Secretary of Vision of Success, Inc. and Bay Area Gold Standard, Inc. Before becoming a co-partner in his own small business, John has spent 28 years as an Operations Director for a retail grocer. As a senior executive manager, John's expertise includes quality control, protection against diversion, reconciliation of product, and personnel management.

Growing up in Southern California, John worked for his family owned franchise restaurant. This experience afforded him with strong work ethic and first-hand experience engaging with the local community. Since then John has honed his expertise with governmental regulatory agencies such as OSHA and EPA. As a meticulous manager of quality control, John makes every effort to incorporate the highest standard in labeled product. While demonstrating impeccable customer service, John strives to build relationships with the community, supporting my local Kiwanis Club and Girl Scout Troop. John's dedication to a strong community is also demonstrated currently in my grassroots-level recruiting efforts. John have remained passionate about business ever since those early days and stay knowledgeable on changes in industry innovation, standards and practices.

As a pro-Cannabis citizen, John knows that legal and regulated access has the power to improve lives. John has been certified with numerous business training programs as well as the environmental management training (EMT), which provides instruction on maintaining compliance with laws and regulations. John brings to this partnership over 30 years of business knowledge, product experience, and dedication to excellence.

Matt McGinn (Operations Manager). Matt McGinn is an experienced ready to drink (RTD) beverage entrepreneur. Matt founded Blackeye Roasting Co, in Saint Paul, MN in 2013 out of his basement. Relying on bootstrap financing from friends and family, Matt was able to purchase a cafe where he used the profits to get his cold brew coffee drink to market. He eventually raised 3mm in investments to build 2 additional cafes, a 5,000 sqft coffee roastery, and a 30,000 sq ft manufacturing facility. Matt was the President, and oversaw a team of 21 employees.

Since 2013, Blackeye has expanded into 30 states, and is sold in over 3000 accounts including Target, Casey's General, Kum and Go, Hy-Vee, Whole Foods, Sprouts, Holiday gas and more. Seeing an opportunity to better utilize manufacturing capacity, Matt decided the company should pivot and focus most of its time on contract manufacturing. Capitalizing on the industry's demand for cold brew packing that exploded in 2016, Blackeye now produces contract manufacturing services for 23 different beverage companies. Additionally, Matt founded and launched Bad Larry's Cold Hard Coffee in 2017. Bad Larry's was a pet project that turned into a national spectacle when it received national press. Converging malt liquor and cold brew coffee, Bad Larry sold out of it's entire first production run before even hitting the market. Matt utilized Blackeye as the key vendor for the cold brew concentrate, and worked with a massive contract manufacturer to package the liquid. This was a very challenging drink to formulate and produce, yet Matt was able to bring the drink into the market successfully.

Matt's experience with RTD beverage production including facility build-out, food safety, operations, industry and vendor contacts, and brand building will be integral to EBE Infusions success.

Macai Polansky. Macai has been an entrepreneur and business owner for over ten years. Prior to that he rose quickly through the ranks to be one of the most awarded and reliable managers for a cell phone and service retailer. With the uncertainty of the cannabis industry, he took his entrepreneurial drive and management experience to help develop a couple of technology startups, coming back to the cannabis industry when it looked as though legitimacy was on the horizon. He started a medical cannabis collective to provide high quality, medicinal cannabis for patients and when it was shuttered pending proper licensure, the collective served close to four thousand members in the greater Woodland area, with home delivery from the collective's delivery service.

In 2016, Macai joined forces with other cannabis delivery service operators in Woodland and became one of the founding members, and soon elected president, of the California Cannabis Courier's Association (CCCA). The CCCA successfully lobbied the state of California, as well as the City of Woodland, to allow for licensing of non-storefront cannabis delivery businesses, paving the way for thousands of delivery businesses to start or continue doing business in California. Most recently, he has helped unite many regional delivery associations from across the state to join the CCCA and become one, statewide delivery association.

- Five years' experiences in retail sales and management.
- Ten years Cannabis industry experience including two years as a collective cultivation and delivery service operator. Experienced in cannabis cultivation and processing, wholesale distribution and retail delivery.
- Two years in technology startups.
- Founding member and elected President of the California Cannabis Couriers Association (CCCA). Successfully lobbied the State of California, as well as the City of Sacramento, to allow non-storefront cannabis delivery businesses to be licensed. Also convinced the City of Sacramento to implement a tiered license structure to lower the costly barrier to entry for small business owners and start-ups among other industry concessions from policy makers.

- **BUSINESS OBJECTIVES**

The company's principal objective is to manufacture the highest quality cannabis infused beverages for distribution to licensed medical and recreational cannabis dispensaries throughout California. The company will focus its initial outreach on bringing to market the analgesic and mollifying effects of EBE, cannabis, and concurrently further establish its brand as among the highest quality products available. These objectives contemplate expansion of operations by procuring additional manufacturing sites, inside and outside of City of Woodland, with an eye toward maximum allowable manufacturing under State of California statutes and the associated regulatory environments.

• OPERATING PROCEDURES

All proposed activities to be conducted on the property. In full compliance with state and local regulations, we propose to develop a 4,027 sqft suite at the street address of 1230 Harter Avenue Suite J to conduct commercial cannabis activity, specifically Type 6 Manufacturing. We will be manufacturing cannabis infused beverage by emulsion and brew process described below.

DAY-TO-DAY OPERATIONS

Epic Bros Enterprises (hereinafter referred to as “EBE”) will be manufacturing and canning/bottling cannabis infused ready-to-drink (RTD) beverages. We’ll procure clean cannabis products from licensed manufacturers only, through licensed distributors and with Certificates of Analysis (COA) ensuring they meet or exceed state guidelines for tolerable amounts of contaminants.

EBE will have a lab, set up to meet or exceed FDA standards for food safety, where the cannabis products are made into a solution to be mixed into drinks and filled into cans or bottles.

Once packaged, the drinks will be loaded to approved vehicles and transferred to a distributor batch testing and distribution.

All of EBE’s proprietary standard operating procedures and processes have been, and will be further developed with the help of cannabis consultant and business woman Nuri Safarova, security expert Matt Carroll from Paladin Private, and checked for legal and regulatory compliance by cannabis attorney Arianna Van Alstine from Kennedy Leavitt Owensby PC.

Emulsion and Brew Process 1. Employees clock into work and follow food and safety protocols (wear required gloves and food safety attire. 2. Any raw materials used for the day are moved to the wet production area. 3. Any deliveries or shipments take place in designated receiving hours 4. All onsite employees will begin setting up brewing equipment, and checking to ensure equipment is clean, sanitized, and ready for operation. 5. Once equipment setup is complete, we begin the emulsion and brew process 6. Our master brewer prepares Cannabis emulsion in our “concentrate preparation room” 7. They then transfer emulsified concentrate into mixing vat 8. They then add in flavoring ingredients into mixing vat 9. The emulsion and flavoring ingredients are then pumped into a brite tank 10. Once the emulsion and flavoring ingredients are in the brite tank, the brewer then fills the brite tank with filtered water. 11. The brewer then force carbonates the liquid in the bright tank using a carbonation stone and the liquid is circulated via an agitation arm within the brite tank 12. Upon completion of the carbonation process, the brewer pumps the liquid through to our canning line.

Packaging Process 1. The de-palletizer automatically feeds the canning line cans where two employees oversee the line. 2. Cans are filled automatically with liquid and then automatically seamed (the tops of the can are put on) 3. Once the seams go on the cans they are pushed onto a

rotary conveyor (think lazy Susan). 4. These accumulate until the conveyor is full and automatically pushes the cans onto another conveyor. 5. This conveyor lifts the cans up and moves over an ink jet printer/date coder. It gets a batch code, and Best by date printed on the bottom of the can. 6. The can then continues down the conveyor where our labeler shoots a shrink wrap over the can. 7. The can then moves through a steam tunnel and the label is shrunk onto the can. 8. The cans accumulate at the end of the conveyor where an employee puts them into boxes. 9. The boxes are put through a box sealer. 10. Cases are palletized manually by employees. 11. Pallets of finished product are moved to our designated secure storage area.

Post Production 1. Once packaging is finished, employees will follow our standard operating procedures for sanitizing, cleaning, and properly shutting down all equipment. 2. Employees will clock out and an executive employee will close down and secure facility upon exit.

- **HOURS OF OPERATION AND NUMBER OF EMPLOYEES.**

The operation will not be open to the public at any time. This facility is for the manufacturing of medical and recreational cannabis infused beverages and may require staff to be present on premises 24 hours per day. Only authorized staff and delivery personnel will be allowed to enter the premises. We will have between 4 and 8 employees on site at any given time and run up to 2 eight hour shifts per day. There is parking sufficient for all employees at all times even if there is overlap in staff times.

- **AUTHORIZED PERSONS.**

We prohibit individuals from remaining on the premises if they are not engaging in activity expressly related to the operations of the business. Access will be limited only to authorized Golden State Sciences personnel each of whom has his or her own door code and access card, which is centrally deployed and controlled. guest access and records site visits, and access to each secure area by identity. Internal access to secured areas will be only for authorized employees. At no time will anyone under the age of 18 be allowed on the premises as a visitor or employee. Our gate may be entered only with a secure access code or via permission received after intercom exchange.

- **LIGHTING.**

Interior lighting will be typical office lighting. Outdoor lighting will be typical lighting commensurate with a secure well-lit exterior. Exterior lighting is shielded and will not impact the night sky (Please see Safety and Security Plan included with the Business Operating Permit Packet).

- **UNAUTHORIZED PERSONS.**

Employees must have the employee badge visible at all times while on the premises. Guests will

be issued temporary pass. Lab Manager or dedicated employee will conduct periodic walk-throughs of the facility to ensure that no unauthorized person is in the facility. Unauthorized persons will be escorted off the premises or the Woodland City police will be contacted as the circumstances dictate.

- **YOUTH ACCESS.** As a manufacturing facility, we will not be open to the public, we will not have to conduct medical recommendation verification and youth will not be allowed on site. The doors will remain locked during business hours with only authorized personnel allowed inside the premises. This will ensure that youth may not access the facility. Persons under the age of twenty-one (21) years shall not be allowed on the premises as visitors or employees.
- **CHEMICAL HANDLING AND DISPOSAL.**

Chemicals will be handled according to OSHA standards. They will be disposed of according to the following:

- Isopropyl alcohol – release according to city ordinance into the sanitary sewer.

- **DELIVERIES FOR OPERATIONS**

Cannabis products manufactured on site will be safely and securely transported from the facility in unmarked vehicles (cargo vans) only by a licensed distributor. Outbound transport will occur only within the building itself through the secure roll up door.

This business will not conduct a large volume of inbound or outbound shipping. Our hours for receipt of delivery will be between 8 AM-12 Noon M-F. Anticipated deliveries are as follows:

- ISOPROPYL ALCOHOL – 8 gallon containers will be delivered as often as once per week.
- RAW MATERIAL –1-2 times/week via a secure cargo van or 15ft truck.
- GENERAL and OFFICE SUPPLIES – 1 time/week office supply delivery via UPS or USPS van/truck, amounts will be commensurate with the usual office supply deliveries for a business of this size.

- **STORAGE OF CHEMICALS.**

- Isopropyl alcohol will be stored in chemical safety rooms except for the quantities in use during operations. Anticipated storage and use quantities are expected to be less than 8 gallons.
- Cleaning supplies shall be stored in a designated “cleaning supplies” storage area.
- There will be no fertilizers on site.

This is the complete list of chemicals used in manufacturing.

- **ALL MATERIALS USED, STORED, SOLD AND/OR PROCESSED.**

The materials used and stored will be: extracted cannabis oil, finished infused beverage products. No retail sales will be conducted on premises.

- **ENHANCED PRODUCT SAFETY**

Manufacturing components. In no case shall any hazardous, flammable or explosive substances be used to process or manufacture cannabis products on site. Food grade alcohol solely for the purposes of cleaning machinery and dissolving wax, unless otherwise prohibited by the State of California, is used and permitted. City of Woodland Environmental Services may inspect the commercial cannabis business at any time during business hours to ensure compliance with this Section.

Food standards. We agree that all food products, food storage facilities, food-related utensils, equipment and materials will be approved, used, managed and handled in accordance to the provisions of the California Retail Food Code, California Health and Safety Code sections 113700- 114437. All food products shall be protected from contamination at all times, and all food handlers must be clean, in good health and free from communicable diseases. Food handlers shall be required to take and complete a food handler course accredited by the American National Standards Institute (ANSI) within 90 days of commencing employment at the premises and again every three years during employment. For licensees in operation pursuant to Section 40140, applicable personnel shall complete the ANSI-accredited food handler course no later than 90 days after the effective date of the license.

Quality and safety of sources. All of our source materials are tested for pesticides, fungus, pests, molds, and other contaminants throughout our processes to guard against adulteration prior and post manufacturing process. We source from only the most responsible cultivators to ensure that ingredients are clean and pure. We track all inbound and outbound materials (component and manufactured product) using the MJ Freeway platform.

Labeling and packaging. Any applicable product will be labeled and in tamper-evident packaging which at least meets the requirements of California Business and Professions Code section 19347, as the same may be amended from time-to-time or superseded or replaced by subsequent State legislation or by any department or division of the State of California, and in compliance with any City packaging and labelling requirements on cannabis or cannabis products.

- **SECURITY INFORMATION**

Security is of the utmost importance to us and our group intends to meet or exceed all City of Woodland and State of California requirements. Full details on our security plan can be found in “**Safety and Security Plan**”.

- **RECORD KEEPING**

Scrutinizing company operations and maintaining precise records will not only ensure that we meet all required regulations, but also that our business is run most efficiently. Our management team has a reputation in business for being proactive instead of reactive and will incorporate business process to ensure compliance in all aspects of the business. At a minimum, our team will make and maintain complete, accurate and legible records of the permitted Cannabis Operations evidencing compliance with the requirements of MCRSA and Ordinance No. 786 which shall be subject to audit. The additional tasks related to this function will include, verifying accounting (audit) and accounting practices, verification of required insurances, permits, indemnification requirements, and investigations related to violations.

- **TRACK AND TRACE**

Information technology and software will be widely deployed through the standard operating procedures of our company. Applicant recognizes the need for customized platforms to ensure the highest levels of compliance. Areas of particular concern and focus include without limitation: verifying state required labeling, dosage, accounting practices and independent testing of product.

Additional, Applicant is currently reviewing the compatibility of various software packages (e.g. MJ Freeway) with some of our potential partners to ensure a seamless integration from the first day of operations. Our systems will be state-of-the-art and may include features such as RFID tagging of products so that a detailed history of movement can be gathered simply by entering or exiting our facilities or vehicles. Our team will work closely with the City and the State to deploy systems that are efficient, accurate and fully compliant with all regulations.

- **WATER USAGE AND HAZARDOUS MATERIALS**

Applicant intends to use approximately 18,000 gallons of water per month for infused products. Other water usage will be limited to the use of toilets and sinks in restrooms for on-site employees. No other on-site water usage is expected as drinking water will be provided by water coolers and delivery of water.

EBE will not be using any hazardous materials.

- **OTHER OPERATIONAL REQUIREMENTS (STATE and LOCAL COMPLIANCE)**

Applicant shall always operate in compliance to local and state regulations. We intend to thoroughly screen our employees and maintain a respectful and law-abiding staff. EBE will have a zero tolerance for any employees that demonstrate behaviors that display anything but the highest levels of professionalism.

Our team will work with officials to ensure the compliance measures related to signage, prohibited activities such as consumption of cannabis and alcohol on site, presents of minors, building and fire code compliance, odor control, compliance with department of public health, security compliance (video monitoring), monitoring manifests for deliveries and transports,

water usage, disposal, and confirming proper safeguards for our manufacturing facility (non-volatile) will be upheld at all cost. EBE will maintain a zero tolerance for any employee acting outside of the bounds of these important compliance areas.

Through constant oversight, responsible hiring practices, and a priority on safety, compliance and security, we will ensure quality of products. We engage a team of lawyers, community relations staff and industry advisors to assist with governance, compliance, legal adherence, and updates to laws and regulations.

Each employee shall undergo an annual background check and have their own access key cards that will allow them to access the premises and record in and out activities within the premises.

Premises shall have a sign that is 8 inches by 10 inches in size and shall be displayed at all times in a conspicuous place so it is able to be readily seen by persons entering the business:

- “This site is not open to the public”
- “Onsite retail sales of any goods and services is prohibited”
- “Juveniles are prohibited from entering this site”
- “Smoking, ingesting, or consuming cannabis on site is prohibited”

• DISTRIBUTION

EBE is going to have an exclusive engagement of licensed and compliant based distribution or transportation companies. EBE is currently engaged with (2) State licensed distributors that will be engaged in transportation, quality control and testing for EBE’s products. EBE will require its contracted companies to employ best practices when engaged in the transportation of its cannabis, including without limitation licensing, shipping manifests, uncompromising compliance with the state track and trace program, maintaining a physical copy of the shipping manifest for the availability of law enforcement officers, secure vehicles with all regulatory requirements.

• INVENTORY CONTROL

Inventory Control and Tracking. To track our inventory, inbound supply and outbound product, we will employ record-keeping using MJ Freeway. This platform tracks the product throughout its entire lifecycle within the facility and as it is transferred in and out of the facility. MJ Freeway is a nationally recognized a point-of-sale tracking system that easily reports on all aspects of the business including, but not limited to, batch cannabis tracking, inventory data, and gross sales (by weight and by sale). This system and information is compatible with the City's record-keeping systems and our financial system, Quickbooks. The system has the capability to produce historical transactional data for review by the City of Woodland. As mentioned, MJ Freeway’s software integrates with our QuickBooks system and integrates with most other software platforms, which makes it a dominant choice for cities that track their cannabis businesses and for the cannabis industry. All of the tracking activity occurs using only an Internet connection so the information is secure, but accessible remotely. MJ Freeway incorporates all cannabis compliance regulations and enables the entire supply chain management from seed-to-sale and across the whole enterprise, managing all of our goods, labor,

supplies, customers, and sales in one place.

Storage, location and amount of on-site cannabis and cannabis product. We place the highest concern on securing cannabis and cannabis product. To prevent diversion of cannabis and cannabis product, we will incorporate employee screening, secure storage of cannabis and cannabis products, and personnel policies governing access to, use and removal of inventory. Additionally, physical and electronic inventory control measures will prevent unauthorized access, theft, loss and diversion. We store all medical cannabis and medical cannabis products, including live plants in secured and locked rooms. Access to any storage area is allowed only with badged entry. Only those with authorized access will be able to access the storage rooms. Each entrance and exit records the activity by employee, time and date. The cold storage room for the cannabis plant that shares an exterior wall will have theft-prevention barriers installed on the exterior of the steel wall.

Inventory control. As set forth above, we control inventory by maintaining a secure – badged entry system to areas that store cannabis, cannabis products, and chemicals and by hiring the right people. Security cameras record areas where the plant material and cannabis product is stored and produced. Removal of inventory from the facility without prior notice to the security guards and logging the activity in MJ Freeway is strictly prohibited. Also, only authorized personnel may handle plant or cannabis product with an even stricter level of authorization controlling who may leave the facility with plant or plant product.

• HUMAN RESOURCES AND PERSONEL POLICIES

All employees and managers will be fully vetted, permitted, and registered in accordance with City's and State's requirements. In addition to government required background checks and Live Scan. All applicants will be thoroughly screened through a private background and reference checking process to ensure only the highest caliber of employees. All employees will receive thorough training for their respective responsibilities and will be subject to management oversight in the form of random inspections, performance reviews, and remote monitoring through IP camera system.

Employee benefit packages and performance bonus structures are currently under consideration and will be deployed as appropriate for individual responsibilities. EBE has a strong desire to create and enjoyable workplace where hard work is rewarded. Employee happiness and retention is of great concern to senior management.

Because our company does not currently employ more than 20 employees, it does not trigger the requirement for a Labor Peace Agreement to be in place. However, we do anticipate growth and acknowledge this requirement. We fully intend to comply with all labor and/or union requirements.

Minimum age. At no time will anyone under the age of 21 be employed by the business.

Youth Access. As a manufacturing facility, we will not be open to the public, we will not have to conduct medical recommendation verification and youth will not be allowed on site. The

doors will remain locked during business hours with only authorized personnel allowed inside the premises. This will ensure that youth may not access the facility. Persons under the age of twenty one (21) years shall not be allowed on the premises as visitors or employees.

Background Checks. Every person listed as an owner, manager, supervisor or employee of the business will submit fingerprints and other information deemed necessary by the Chief of Police or his designee for a background check by the City of Woodland Police Department or Yolo City Sheriff's Department. All potential employees will be subject to our background check via a service approved by the police such as LiveScan. Once the Police Department or the Sheriff's department approves the potential employee, we will proceed with the interview and hiring process. Potential employees are vetted (background checks) to the satisfaction of the City of Woodland Chief of Police and in compliance with the Regulatory Application Package. An agreed upon third party will perform the check and results will be shared with the City and the Police Chief and EBE as well as with any consultant the City engages to assist with background check reviews. When Livescan is available, employees will submit to Livescan reviews.

Employee Records. EBE will maintain on-site a current register of all the employees currently employed and shall produce such register to the City Manager or his/her designee or any other City of Woodland official authorized to enforce the Woodland City Code for purposes of determining compliance with this Chapter.

Employee training. All staff will undergo initial and ongoing training in manufacturing and machinery safety, OSHA and personal protective equipment requirements, documentation, testing, hazard response, chemical handling, labeling documentation, and emergency procedures. We offer mandatory training in a module similar to the programs outlined at <https://www.osha.gov/Epic> Bros Enterprises, Inc/. MJ Freeway conducts extensive training on the tracking software. MJ Freeway's professional trainers provide this training on their tracking platform. Training will also include secure facility protocols to ensure against theft and diversion.

Transport. Cannabis products will be safely and securely transported to and from the facility in unmarked vehicles only by known partners. EBE will only accept transport to and from the facility using licensed cannabis distribution transporters according to State law. Transportation transactions will be documented on a manifest in a clear and consistent format that provides key details including: driver and vehicle identification, weight and/or unit counts of all products, route traveled, departure and expected arrival times, and alerts when shipments are late. We inspect each inbound and outbound transport to ensure that the product arrives on time, is not tampered with or diverted, and that the inventory levels are properly accounted for.

Loitering. Loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises is prohibited.

Identification. Each person to whom a work permit is issued shall wear his or her personal identification card, issued by the City of Woodland, at a prominent and readily-visible location on the outermost garment and approximately chest-high. Such identification card shall at all times be in good and readable condition.

Change of Employment. In the event a person changes employment from one commercial cannabis business within the city to another, EBE shall notify the City Manager or his/her designee in writing of the change of employment within ten (10) days of such change or the work permit shall be suspended or revoked and such person shall not be permitted to work within any commercial cannabis business within the city.

Onsite consumption prohibited. Cannabis shall not be consumed on the premises.

- **SUPPLY CHAIN**

Vendors and suppliers. It is the highest priority for EBE to obtain raw material from the most cleanly extracted sourced strictly from other licensed manufacturers in California licensed by the State of California. All of our purchases and transactions will be fully compliant with State and local law.

Transport tracking. We ensure compliant supply chain by conducting transport to and from the facility with licensed cannabis transporters or licensed cannabis businesses according to State law when that law comes into effect. Transportation transactions will be documented on a manifest in a clear and consistent format that provides key details including: driver and vehicle identification, weight and/or unit counts of all products, route travelled, departure and expected arrival times, and alerts when shipments are late. We inspect each inbound transport to ensure that the product arrives on time, is not tampered with or diverted, and that the inventory levels are properly accounted for. Every vehicle and delivery is accompanied by compliance paperwork reflecting state and local required detail.

Transporters. In accordance with current state law, all transports occur by and between fully compliant and licenses businesses of both the growing and manufacturing businesses by individuals licensed and authorized for distribution to transport. EBE will adhere to only using licensed distribution transporters and operate according to state law. EBE is also implementing a transport-only license and shall utilize such license conforming to local and state's requirements.

Handling inbound product. All inventory deliveries are scheduled in advance with a EBE laboratory manager. No unscheduled or ad-hoc deliveries will occur. If the credentials match, the delivery driver is met by a manager on site at the loading dock in a secured intake area where each item is weighed immediately. Only a EBE manager can sign off on the delivery. Every item is then taken into inventory and logged into the MJ Freeway system for accurate tracking.

Types of deliveries to the facility. This business will not conduct a large volume of inbound or outbound shipping. Our hours for receipt of delivery will be between 8 AM-12 Noon M-F. Anticipated deliveries are as follows:

- ISOPROPYL ALCOHOL – 8 gallon containers will be delivered as often as once per week accompanying the ethyl alcohol.
- RAW MATERIAL –1-2 times per week via a secure cargo van or 15ft truck.

- **GENERAL and OFFICE SUPPLIES** – 1 time/week office supply delivery via UPS or USPS van/truck, amounts will be commensurate with the usual office supply deliveries for a business.

- **TRANSPORTATION PLAN (OUT)**

Readying the product for transport. When products are ready for transport, they are labeled and packaged according to the procedures outlined herein for labeling and transport. Cannabis-Infused beverages are securely placed onto pallets for transportation.

Safety. Cannabis products manufactured on site will be safely and securely transported from the facility in unmarked vehicles only by a licensed distributor. Outbound transport will occur only within the building itself through the secure roll up door. Every vehicle and delivery is accompanied by compliance paperwork reflecting state and local required detail.

Tracking. Every outbound product will be documented on a manifest in a clear and consistent format that provides key details including: weight and/or unit counts of all products, batch id, and product type. All of the inventory transported from our facility will be tracked using the MJ Freeway system.

Inspection. An EBE manager inspects each outbound transport to ensure that the product is properly packaged and labeled and is secured against tampering or diversion.

Transporters. In accordance with current state law, all transports occur by and between members of both the growing and manufacturing businesses, by individuals authorized to transport for both businesses through a licensed distributor.

Handling outbound product. Every item taken out of our facility will be reflected as transferred or sold from inventory in the MJ Freeway system for accurate tracking. All inventory sent off site will be handled by an EBE manager. No item may leave the facility unless the laboratory manager know in advance that the inventory will be transported away from the facility. No unscheduled or ad-hoc outbound deliveries will occur. Only an EBE manager can sign off on the outbound delivery. We maintain strict inventory control by maintaining a secure – badged entry system to areas that store cannabis, cannabis products, and chemicals and by hiring the right people. Security cameras record areas where the plant material and cannabis product is prepared for transport. Removal of inventory from the facility without prior notice to the security guards and logging the activity in MJ Freeway is strictly prohibited. Also, only authorized personnel may handle plant or cannabis product with an even stricter level of authorization controlling who may leave the facility with plant or plant product.

- **BUSINESS MANAGEMENT PLATFORM**

Management. EBE is in the process of establishing positions for the business. The management company will have responsibility for oversight of the manufacturing operations. EBE will also contract outside CPA and HR specialists that includes without limitation governance of employees,

quality control, reporting, record and bookkeeping under the guidance of EBE's tax advisor and compliance with all aspects of the operations. EBE will employ laborers and to the extent possible, bear all costs of goods.

In order to operate at optimal efficiency as well as to remain compliant with state and local rules and regulations regarding Cannabis non-volatile manufacturing, all inventory pertaining to the business operations of EBE will be carefully monitored and controlled by means of inventory management computer software and surveillance. The inventory management system will include internally-generated Excel spreadsheets as well as third-party inventory tracking software as deemed applicable by management and in compliance with state and local requirements as implemented from time to time. The responsibility of oversight regarding data and inventory tracking for the shall lay with the Controller of the company.

The company will implement a cloud-based inventory tracking and operations coordination system to manage labor allocation and supply chains in order to best care for large crops of Cannabis plants. An operations schedule, established by the Chief Operations Officer, will be implemented by the lead manufacturer and adjusted as necessary according to the real-time conditions of the plants as they develop and grow. Schedules for each manufacturing room will be organized into a master schedule overseen by the Chief Operations Officer and communicated to the lead manufacturer.

- **TAX COMPLIANCE / HANDLING CASH**

EBE like all other cannabis manufacturing facilities has the difficult task of managing cash, in a world where banking through formal channels is virtually impossible for any sustained period of time. Addressing the considerable challenges of tax compliance, particularly at the federal level, along with accurate books and records keeping, will be paramount in this emerging regulatory environment. EBE will engage the services of a Certified Public Accountancy firm to both set up its operations and assist in keeping the books and records. Doing so ensures compliance with tax obligations at all levels and assists EBE. in classifying different activities and costs within the business.

State and Local. EBE will be required to obtain a Woodland Business Operating License and pay a Business Operating annual permit fee estimated at \$4,440+ annually. EBE has registered with the Board of Equalization and obtained a seller's permit. Moreover, statewide regulations will likely dictate that EBE will also be required to pay licensing fees to the State of California to remain compliant with the local jurisdiction and the State. City of Woodland is currently establishing an annual community benefits local tax fee; EBE shall comply with Local requirements for payment of fees as soon as it is established.

Federal. At the federal level, deductible expenses under IRC 263A and 280E and the filing requirements of Form 8300 are challenging for many manufacturers. Under federal guidelines, only expenses that qualify to be classified as Cost of Goods Sold (COGS) are allowable deductions for a business that is involved in a federally illegal activity. Manufacturers, as it happens, are better positioned than retailers to write off a considerable amount of their costs as COG's.

Expenses deductible at the federal level may include, rent, utilities - electricity and water, nutrients and fertilizer, packaging materials, and labor, provided each can be rightfully attributed to production. Rent for flowering space would be deductible, but rent for office administration would not. Questions remain as to whether costs for security for the inventory, insurance, scales, excise taxes and potentially, accounting and traceability software costs qualify. Appropriate classification can maximize the COG deductions and remain compliant.

Form 8300. The law requires that trades and businesses report cash payments of more than \$10,000 to the federal government by filing IRS/FinCEN Form 8300, report of cash payments over \$10,000 received in a trade or business. The information contained in the form assists law enforcement in its anti-money laundering efforts to investigate possible tax evasion, drug dealing, terrorist financing and other criminal activities. Transactions that require Form 8300 are widespread. Cash includes the coins and currency of the United States and a foreign country, may also include cashier's checks, bank drafts, traveler's checks, and money orders with a face value of \$10,000 or less. If the business receives more than one payment in cash, totaling \$10,000 or more Form 8300 must be filed within 15 days of receipt. When businesses comply with the reporting laws they provide authorities with an audit trail, however failure to file same carry penal and pecuniary penalties.

Payments to Employees. Until such time as EBE finds a payroll service to handle the cash conundrum all cannabis companies face, it will pay its employees in cash, retain appropriate tax withholdings in conformity with the law and provide its employees with check stubs setting forth all information required pursuant to federal, state, FICA, SSDI, SSI and all other required withholdings.

Cash Storage. Cash will be stored in a secured fire proof vault labeled on the floor plan in the Business Operating Permit Application. Cash will be removed from the site by contracted security services company and stored at a secure location upon the accumulation of \$100,000 or more (See "Security Plan").

- **SAFETY, HEALTH, AND ENVIRONMENTAL CONCERNS**

Upon rebuilding the facilities, working conditions will not only meet, but exceed the standards established by OSHA, state, and local laws. EBE will contract with an Occupational Health & Safety consultant that provides comprehensive Health, Safety, and Environment (HSE) services. Said consultant shall provide counselling to ensure that we EBE. employees and contractors have a thorough understanding of the work environment and any potential risks. EBE. will seek a range of realistic options and control measures to provide for the safety of its employees and others.

Epic Bros Enterprises, Inc
1230 Harter Avenue Suite J
Woodland, CA 95776

Community Relations Plan

Community relationships are the keystone of success in any business and our management team strongly believes in being a steward of the community. Our team of ardent professionals will display nothing but the highest levels of business acumen and respect for our neighbors and greater community. We will work closely with government and citizen leaders as well as law enforcement to be a beneficial addition to the community.

Bejan Farahbakhsh is the designated Community Relations Manager for the cannabis non-volatile manufacturing business and is responsible for outreach and communication with the surrounding community. Bejan has already taken initial steps toward reaching out to the community by introducing himself in person to all of the surrounding business neighbors and the neighbors adjacent to the site. In addition to initial in-person introduction, Bejan had sent out a notification letter “**Neighborhood Manufacturing Site**” on December 4th, 2018 notifying the neighbors of the use change from Distribution to Manufacturing. In this letter, Bejan provided his phone number and an email specifically established for the intake of any concerns or questions neighboring businesses may have, and invited them to contact him directly to set up an individual appointment.

Epic Bros Enterprises, Inc
1230 Harter Avenue Suite J
Woodland, CA 95776
925-785-4950

December 2, 2018

BUSINESS NAME
ADDRESS 1
CITY, STATE, ZIP

Re: Neighborhood Manufacturing Site

Dear Neighbor:

My name is Bejan Farahbakhsh, and I am writing to introduce myself and my cannabis manufacturing business Epic Bros Enterprises, Inc. I am the designated Community Relations Manager and will be your point of contact for any inquiries or concerns you may have in relation to our business. I can be reached by phone at 925-785-4950 or email at bejfara@hotmail.com. The proposed distribution site will be located at 1230 Harter Avenue Suite J Woodland, CA 95776.

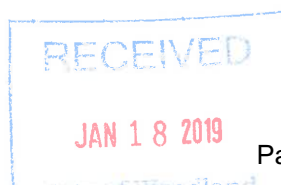
As some of you may have already been notified, I have acquired a Conditional Use Permit from the City of Woodland for commercial cannabis distribution. I have made a business decision to modify my conditional use permit to manufacturing. Epic Bros Enterprises, Inc has partnered with highly qualified professionals that will be part of our team and we will be manufacturing cannabis infused beverages.

Our vision includes running a compliant manufacturing business that can be modeled for other like cannabis businesses. We will provide employment opportunities to City of Woodland residents and create a safe and pleasant environment within the community and in the surrounding areas.

Some of the ways that our business strives to serve the community include:

Pursuant to both City of Woodland ordinance and reasonable good neighbor policies, our business operation will include the following:

- Odor Control. Our manufacturing site will have a comprehensive odor control system which will make odors typically associated with cannabis site undetectable.
- Comprehensive Security Plan. Our manufacturing site will employ a comprehensive security plan mandated by ordinance which includes the use of 24-hour security cameras, and strategic placement of lighting that will deter crime in the area.
- Community Employment. Our manufacturing site will provide employment opportunities for local residents.



- Economic Stimulation. Our manufacturing business will pay taxes in accordance with city and state requirements, which in turn will benefit our city at large, including our neighborhood.

In order to better address any initial inquiries or concerns you may have concerning our business, we welcome you to contact me directly to set an appointment for a meeting.

We look forward to becoming a part of the community and build positive and mutually-beneficial relationships with our new neighbors.

Sincerely,

Bejan Farahbakhsh
c/o Epic Bros Enterprises

Waste Management Plan

Epic Bros takes waste management and our environment very seriously and will work closely with Waste Management to ensure we handle our waste properly and responsibly and in accordance with all applicable laws and regulations and with security in mind.

We anticipate having three waste streams - cannabis waste, landfill waste and recyclable waste.

Our cannabis waste will be generated through spillage in our packaging process and damaged or defective cans or batches. - Damaged cans/bottles will need to be logged, emptied and recycled. Liquid gets collected into cannabis waste collection bins and logged.

All cannabis waste will be collected throughout the day and logged at end of day and stored in a secured cannabis waste area. We plan to have liquid storage containers as receptacles and have Waste Management pick up weekly or more as needed, providing a manifest at pick up to satisfy Track and Trace logging requirements. If necessary, we'll be equipped and able, and may choose from time to time to self-haul cannabis waste to the WM facility for disposal.

- a) We will not be producing any green byproduct. No buds, trim, stems or other plant waste will be used or generated at this facility at this time.
- b) There will be no brown waste generated or anything that needs to be composted unless that is how Waste Management wants to handle our liquid cannabis waste.
- c) Besides cleaning supplies, we will not be using or generating any hazardous waste materials unless that is how Waste Management wants to handle our liquid cannabis waste.
- d) All recyclable waste will be segregated from landfill waste and both receptacles will be stored within our locked and secured gated area to prevent people from rummaging through our waste for cannabis products.

EPIC BROS ENTERPRISES, INC
1230 Harter Avenue Suite J
Woodland, CA 95776

Energy Efficiency Plan

Energy and water usage. Very small amounts of water are used for cleaning purposes. Hand-washing will likely be the largest water use in our facility. No wastewater is generated in our processing. We anticipate using 16- 24 hours per day of power. Amperage will be consumed by air conditioning consistent with normal office park use for a 4,000-square foot area located in a climate comparable to Woodland City's. Our warehouse must stay at 74 degrees Fahrenheit; some storage areas defined on the floor plan will have additional air cooling system for perishable products. Our facility will not create undue amounts of heat from light or power or other operations and will not require any power upgrades.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: K.12.
SUBJECT: Commercial Cannabis Program Oversight

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues, and 3) deferring further staff augmentation to the FY2019/20 budget process.

Fiscal Impact:

In establishing the City's Commercial Cannabis Program, the City Council adopted an annual business permit fee required of businesses seeking license to operate within the City, as well as a requirement that each cannabis business enter into an operating agreement that includes payments to the City equal to a percentage of gross receipts. While it is too early to estimate the amount of revenues ultimately to be collected, three cannabis businesses have paid their annual business permit fees and executed operating agreements that will provide payments to the City equal to 5% of gross receipts once each business is operational later this fiscal year.

Staff has also identified the level of staff effort that is expected to be required to oversee and administer the city's Commercial Cannabis Program. The adopted business permit fees were specifically established to cover costs of program administration and oversight of licensed businesses, while a modest portion of revenues from cannabis business operating agreements are proposed to be used to cover costs associated with enforcement of prohibited uses and illegal cannabis activities. The latter cannot be funded through business license fees.

So far this fiscal year, the City has collected a total of \$138,840 in business permit fees from three businesses who have been issued Conditional Use Permits. Each of the business have executed operating agreements that would provide the City with additional discretionary revenues equal to 5% of gross receipts. A fourth business entity is seeking consideration by the City Council for an amended CUP on this evening's (March 5th) Council agenda. For the purpose of the recommendation included with this staff report, it is estimated that a minimum of \$400,000 will be collected this fiscal year, which equates to an estimated \$840,000 to \$1.1 million in fiscal year 2019/20. This conservative revenue estimate is based on 25%-30% of expected combined gross receipts from the businesses expected to be in operation next fiscal year.

The cost associated with the staffing and outside contracts for administration and oversight of the City's Commercial Cannabis Program is estimated to be \$231,000 through the remainder of this fiscal year and between \$410,00 and \$679,000 for fiscal year 2019/20, depending on the number of additional Conditional Use Permits to be issued. By design, 100% of proposed costs will be fully-covered by Commercial Cannabis Program revenues, with the potential for an additional \$2 million - \$3 million in discretionary revenues accruing to the City, starting in FY2019/20. The level of expected revenues could increase to between \$3 million and \$4 million, depending on the number of additional businesses approved.

Staff expects to provide an updated estimate of potential revenues from cannabis-related businesses as part of the upcoming budget process.

Background:

On November 8, 2016 California voters approved Proposition 64, known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized non-medical cannabis use, possession and cultivation by persons 21 years of age and older. With the majority vote passage, the provisions related to personal use, possession and cultivation of non-medical cannabis went into effect on November 9, 2016. Commercial non-medical cannabis activities also became legal on November 9, 2016, although commercial activities require state licenses. The state began issuing licenses for commercial activities on January 1, 2018.

In response to the legalization of cannabis in the State of California, the City of Woodland has passed several Ordinances to update the Municipal Code to address both personal and commercial cannabis uses.

On December 5, 2017 the City Council approved Ordinance 1629 to add Article 21.6 of Chapter 25 to the Municipal Code relating to the zoning of Commercial Cannabis uses. The Council also approved Ordinance 1630 to add Chapter 13A to the Municipal Code related to commercial cannabis business permits and operating regulations.

Ordinance 1629 allows consideration for up to six (6) conditional use permits for cannabis uses, which may be located in the Industrial or Industrial with Light Industrial Flex Overlay zones. The Ordinance allows the consideration of multiple cannabis license type in one location to be considered under one Conditional Use Permit. However, each business entity will be required to obtain separate Cannabis Business Permits (CBP). An operating agreement, to be approved by the Community Development Director, consistent with council approved conditions, is required with each CBP.

To date, the City has approved three Cannabis CUP applications. One CUP includes approval for a manufacturing business and separate distribution business, while a second approved CUP provides for a stand-alone manufacturing business. The third CUP approved by the Council was for a second distribution business, however this business is in the process of amending its CUP to allow for a manufacturing business with the amended CUP scheduled for a hearing before the City Council on March 5th.

So far this fiscal year, the City has collected \$138,840 in annual cannabis business permit fee revenues and expects fee revenues to amount to \$185,120, contingent on the approval of the amended CUP later this year. Each of the approved businesses are in various stages of plan review and issuance of permits for tenant improvements, with plans to be operational within several weeks or months. Once operational, each business has executed operating agreements with the City that provides for payment of 5% of gross receipts as supplemental, discretionary program revenues.

Once fully-operational, it is anticipated that the combined Commercial Cannabis Program revenues derived from the four businesses covered by existing CUP's will be in the range of \$2 - \$3 million per year. At this time, however, it is premature to count on this level of revenue until we have a track record of actual receipts. Staff is nonetheless recommending appropriating funds based on fee revenues already paid as well as a conservative estimate of revenues likely to be collected this fiscal year, and into next fiscal year, to support the resources needed to effectively administer the City's Commercial Cannabis Program and to provide oversight to commercial cannabis business soon to be operational.

Discussion:

As consistently discussed in presentations to Council, the effort required to effectively administer and provide oversight for the City's nascent Commercial Cannabis Program is expected to far exceed the capacity of existing staff. Moreover, in establishing the City's Commercial Cannabis Program, which provides for up to

six Conditional Use Permits for allowable uses ranging from manufacturing/processing, distribution, testing and (limited) transport, an associated fee program was approved that is designed to generate revenues sufficient to cover direct costs of program administration. In addition, as has been the experience of state's and jurisdictions who have previously legalized and permitted commercial cannabis operations, additional resources are expected to be required to address potential increases in illegal cannabis activities that have emerged in the era of otherwise legalized cannabis use.

In anticipation of the city businesses who are preparing to soon be operational in the manufacturing, processing and distribution of cannabis-related products, staff has developed an extensive list of tasks that will need to be undertaken by staff. These tasks are consistent with ensuring compliance with not only State laws, but also with the City's Commercial Cannabis Ordinance and the strict terms of each of the operating agreements that govern operations of cannabis businesses in the City of Woodland.

Staff from several city departments have been, and will continue to be, significantly involved in the oversight and administration of regulations pertaining to the cannabis industry. This includes the City Manager's Office, City Attorney, Community Development, Police and Finance. Among the tasks and activities required of staff include:

Administration and Oversight of Cannabis Program

Community Development Department: FY 2018/19 - 1.0 FTE

A full-time entry-level planning position (Junior or Assistant Planner) is proposed to be funded from cannabis program revenues to minimize impacts to Community Development Department and City Council work priorities. Estimated annual cost would range from \$115,000-125,000. This position will allow the Department the ability to properly manage its responsibilities in the cannabis regulatory framework without compromising the ever-increasing and dynamic work load needs across a variety of divisions in the department including Code Enforcement, Planning, Permit Processing, Economic Development, Managing Homelessness and Public Information. Sample activities include (but are not limited to):

- Processing Cannabis Business Permits / Operating Agreements including application circulation and final review
- Reviewing building and site permit plans as part of the plan check review (Building, Planning, Engineering) and coordinating review/comments from other departments (Fire, PW, PD)
- Performing inspections of initial improvements and conducting inspections as needed to ensure no additional modifications are made without appropriate permits
- Monitoring and coordinating review of conditional use permit conditions/cannabis business permit requirements/operating agreement conditions
- Monitor for sewer and storm water contamination
- Tracking and coordinating annual reviews of Cannabis Business Permits as these require approval by the CDD Director
- Processing and monitoring delivery business permits
- Research, assessment and updating of Cannabis-related Federal, State, and other regulations and guidelines, and industry-related information.
- Updating the Cannabis Ordinance as needs arise
- Responding to public as well as prospective company inquiries regarding City's Cannabis Ordinance and where commercial cannabis uses are permitted
- Creating and updating of all necessary forms, documents, and permits

- Coordination with the Police and Finance Departments in understanding track and trace, security, and accounting management concerns; disseminating public information including ongoing updates to the social media platform
- Coordinating outreach and on-going communication with various internal departments and local agencies, such as Yolo County and nearby cities, and the District Attorney's office.
- Continued education and training for staff

Cannabis Regulatory Unit

*Police Department: FY 2018/19 - 1.5 FTE
FY 2019/20 - 1.0 FTE*

In anticipation of the number and types of businesses allowed under the City's current Cannabis Program framework, a Cannabis Regulatory Unit is ultimately proposed to be established within the Woodland Police Department, consisting of a Sergeant, a Detective and a part-time Community Services Officer (CSO). The Unit will be responsible for reviewing all marijuana facility and employee permit applications, investigations into alleged criminal activity at such facilities, report filings with the District Attorney for any violations of law, as well as all training of law enforcement officers on the proper techniques while investigating marijuana related crimes.

Initially, it is recommended that the Council authorize 1.5 FTE through the remainder of this fiscal year to ensure regulatory oversight as businesses prepare to become operational, with an additional 1.0 FTE recommended for FY 2019/20, contingent on the number of pending and future Conditional Use Permits and Business Licenses expected to be approved.

This unit will include performing cannabis-related Code Enforcement functions, and response to police calls for service. In addition, based on meetings with jurisdictions who have experience with legalized cannabis in other states as well as other California jurisdictions with up-and-running legal cannabis businesses, there is a need to prepare for the potential for increased illegal activity, as the market transitions to a regulated environment. Specifically, there is a need for increased enforcement of rules related to inventory control, marketing/advertising, access by minors, and proper labeling of products. With these tasks comes the need for increased record-keeping, code enforcement inspections alongside peace officer staff, auditing of track and trace records, issuing and maintaining identification cards for cannabis business employees.

Cash-Handling, Accounting and Financial Reporting

Finance Department - Existing staff and Contract Services

As the Commercial Cannabis Business Program begins to take shape in Woodland, there is a need to establish and maintain formal cash-handling, revenue collection, accounting and financial reporting procedures. These are required not only of our local Cannabis Ordinance and spelled out in our Operating Agreements, but there is also the need to ensure that reports and audits for each commercial cannabis business are consistent with activity reports and tax receipts collected by the State. Staff anticipates absorbing the day-to-day impacts of cannabis operations largely with existing staff resources, however, additional funding is proposed to support contracting for audit services to ensure industry compliance with local and state revenue collections and reporting, similar to how audits of sales tax and business license taxes are handled for existing businesses.

Potential Revenues

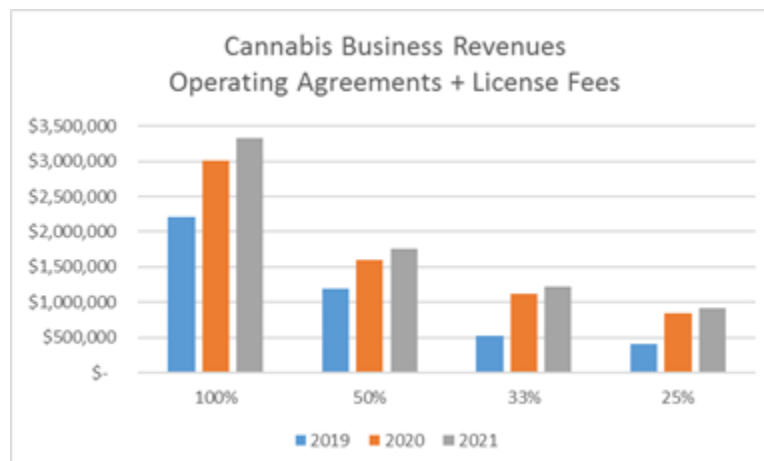
As described earlier in this report, the City receives revenues from its Commercial Cannabis Program through a combination of annual business license fees paid by businesses licensed to do cannabis-related business in the city, and monthly collection of revenues pursuant to terms of individual operating agreements with cannabis-related businesses, based on a percentage of gross receipts.

While it is difficult to estimate the ultimate average annual revenues that will be collected by the City, the businesses that have already been approved for licenses could generate between \$2 million and \$3million per year in revenues to the city. This estimate could increase as more Conditional Use Permits are issued, or could decrease as the cannabis market stabilizes and becomes more competitive over time.

It is also difficult to determine, in advance, revenues to be collected in the first year of operations or the pace at which business will grow to projected capacity of operations. More than likely, first year revenues will be largely as a result of fixed license fees for permits issued, which revenues in year two and beyond will be primarily derived from operating agreements, as a percentage of gross receipts from licensed businesses.

For the purpose of authorizing initial appropriations expected from cannabis-related businesses, staff recommends taking an exceedingly conservative estimate of anticipated revenues. At the same time, the initial level of increased expenditures should be tied to activities that need time to ramp-up so that appropriately trained staff is on board and properly equipped when cannabis businesses open their doors.

Estimates of Business License Fee and Operating Agreement Revenues				
	2019	2020	2021	
100%	\$ 2,214,188	\$ 3,015,068	\$ 3,328,645	
50%	\$ 1,199,654	\$ 1,600,094	\$ 1,756,882	
33%	\$ 519,916	\$ 1,119,003	\$ 1,222,483	
25%	\$ 416,220	\$ 840,607	\$ 912,068	



Expenditure Plan for Cannabis Business Program

Based on the resource plan outlined in this report, staff is recommending that the Council approve a supplemental appropriation of \$231,000 from anticipated cannabis business revenues for the current fiscal year (FY18/19). This level of staffing and contract services are projected to result in annualized ongoing costs of \$410,000 (FY19/20), or roughly 14% of the total revenues projected under current assumptions. If additional staffing is approved as part of the FY2019/20 budget, total program costs will remain under 20% of anticipated revenues from Cannabis operations, with the majority of costs expected to be covered from the business license fee revenues.

	FY 18/19	2.5 FTE FY19/20	3.5 FTE FY19/20
CDD - Planner Position (1.0 FTE)	30,000	120,000	120,000
WPD - Sworn Positions (1.0 FTE)	36,250	145,000	145,000
Sworn Positions (1.0 FTE)	-	-	190,000
Community Services Officer (0.5 FTE)	6,000	24,000	24,000
Sub-Total Personnel Costs	\$ 72,250	\$ 289,000	\$ 479,000
Audit Services	59,000	85,000	85,000
Training	10,000	10,000	10,000
Equipment & Supplies	15,000	26,000	30,000
Sub-Total Recurring Costs	\$ 156,250	\$ 410,000	\$ 604,000
One-Time Equip / Vehicles	75,000		75,000
Total Funding Appropriations	\$ 231,250	\$ 410,000	\$ 679,000

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues, and 3) deferring further staff augmentation to the FY2019/20 budget process.

Attachments:

1. Commercial Cannabis Budget Adjustment Resolution

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING ADDITIONAL APPROPRIATIONS AND 2.5 FULL-TIME POSITIONS
RELATED TO THE COMMERCIAL CANNABIS PROGRAM**

WHEREAS, the City of Woodland has established a Commercial Cannabis program; and

WHEREAS, the City Council adopted an annual business permit fee required of businesses seeking license to operate within the City, as well as a requirement that each cannabis business enter into an operating agreement that includes payments to the City equal to a percentage of gross receipts; and

WHEREAS, in anticipation of the city businesses who are preparing to soon be operational in the manufacturing, processing and distribution of cannabis-related products, staff has developed an extensive list of tasks that will need to be undertaken by staff; and

WHEREAS, staff has identified various citywide expenditures that will be required to effectively administer and monitor a successful Commercial Cannabis program; and

WHEREAS, staff has identified services that will be required in the form of additional personnel, contract services, temporary staff, training, and equipment from Finance, Police, and Community Development departments; and

WHEREAS, staff recommends that City Council tie initial expenditures to conservatively estimated annual Cannabis revenues;

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

Section 1. That the City Council hereby authorizes the appropriation of \$231,250 to the General Fund for two and one-half (2.5) full-time equivalent Cannabis related positions, consultant services, training, and equipment in FY2018/19.

Section 2. . That the City Council hereby authorizes the addition the following positions: Junior/Assistant Planner, Police Officer, and a part-time (0.5 FTE) Community Services Officer.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2019.

AYES: Council members: _____

NOES: Council members: _____

RESOLUTION NO: _____

ABSENT: Council members: _____

ABSTAIN: Council members: _____

Mayor, Xochitl Rodriguez

ATTEST:

APPROVED AS FORM:

City Clerk, Ana B. Gonzalez

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: K.13.
SUBJECT: FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to submit grant application under the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

Staff Contact:

Rebecca Ramirez, Fire Chief- (530) 661-5861, becky.ramirez@cityofwoodland.org

Fiscal Impact:

The recommendation included in this report would authorize staff to submit a grant application under FEMA's SAFER Grant Program to secure federal funding to support the hiring of three (3) firefighters, which equates to a single additional position increase, per shift, for daily staffing. The grant program has a three year performance period, and would provide for 75% (Year 1), 75% (Year 2) and 35% (Year 3) of the annual first-year cost of each firefighter position. If the grant is awarded and accepted, the City would be required to fund 25%, 25%, and 65% of the cost of each firefighter position in years 1, 2, and 3, respectively. Because the grant provides federal funding support based on the "base year" cost of each position, the City would also be responsible for the increased costs for each position associated with salary and benefit increases over the term of the grant. Local jurisdictions are also expected to maintain the additional staffing beyond the term of the grant.

Based on current costs of an entry-level firefighter position, the grant would provide \$789,000 over three years toward the incremental cost of three new firefighter positions, or 51% of the total cost of \$1.535 million. The City's matching funds would total \$747,700 over the three-year grant, starting with \$150,000 in the first year, \$193,000 in the second year and \$404,000 in year three. At the expiration of the grant, the city's cost for the three new firefighter positions is estimated to be between \$570,000 - \$585,000 per year.

Background:

The SAFER Grant Program was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA).

The objective of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments, all in alignment with nationally recognized standards. Local fire departments accomplish this by improving staffing and deployment capabilities so they may more effectively and safely respond to emergencies. The Department applied for and was awarded a SAFER Grant in 2010 which funded six (6) firefighters for two years, however three of the positions were eventually eliminated as part of budget-balancing measures implemented by the City.

Consistent with the City's draft Fire Master Plan, and the need to plan for a future fourth fire station, it is recommended that the City increment its front-line staffing over several years.

Discussion:

As the City of Woodland grows and call volume increases our ability to respond both proactively and reactively has not risen commensurately. The Fire Department was hit especially hard by the recession, resulting in a 24% reduction in overall staffing since 2007. During this same time frame, emergency calls have increased by 68%. While much of the staffing reductions were in the form of administrative positions, there was also a decrease in frontline firefighters. Due to budget cuts and as a result of the recession, after the expiration of the 2010 SAFER Grant, three of the six firefighter positions awarded were lost through attrition.

Based upon present staffing levels the department is unable to consistently meet the desired minimum structure fire response as recommended NFPA. The department is also unable to meet minimum Aerial Truck staffing minimum of four personnel to safely and effectively deliver truck company operations. To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit Effective Response Force (ERF) of at least 14 personnel, which includes at least one chief officer is required. The minimum daily staffing level is presently 13, falling one short.

This lack of staffing limits the ability of firefighters to complete all tasks effectively and safely on even basic residential structure fires. The lack of staffing also limits deployment flexibility. As a result, the Department has become reliant on automatic and mutual aid causing our partners to draw down their own jurisdictions to support the City of Woodland. While the system of aid is robust, it was never designed nor meant to take the place of adequate standalone staffing for basic structure fires but rather, to augment staffing during peak activity or on larger and/or more complex events.

As the City contemplates future growth, the incremental addition of firefighting staff, building up to ultimately being able to staff a 4th fire station is recommended. Incremental increase to front-line staffing will allow the Fire Department to better meet serious incident task needs, and also provide for increased deployment flexibility and reduce the impact of simultaneous calls. Until the City has the need and resources to staff a fourth fire station / engine company, incremental staffing will provide not only for improved capabilities during major incidents, but also facilitate implementation of deployment models to more effectively respond to the large number of emergency medical calls for service and simultaneous and mitigate impact of higher call volumes on response times. The SAFER Grant provides an opportunity to step into the next increment of firefighting staffing. This modest increase of one firefighter per shift would help the department align with nationally recognized standards, increase effectiveness on a variety of calls, and decrease the burden on our automatic aid partners. The funding support provided by the grant would allow the City to gradually absorb the full fiscal impact of the three positions over a period of four years.

The grant application period opened on February 15, 2019 and will close on March 22, 2019.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to submit grant application under the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Rebecca Ramirez, Fire Chief

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

Paul Navazio
City Manager

Attachments:

1. Resolution- SAFER Grant Application

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR
THE FEMA STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
(SAFER) GRANT.**

WHEREAS, the SAFER Grant Program provides funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities, thereby enhancing the fire department's ability to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA); and

WHEREAS, the Woodland Fire Department is in need of three (3) additional firefighter positions, which equates to a single additional position increase for daily staffing, to comply with NFPA standards; and

WHEREAS, award of the SAFER Grant would reimburse 75%, 75%, and 35% of the 'usual annual costs of a fires year (entry-level) firefighter', per fighter across the three years of the grant performance period, requiring a 25%, 25%, and 65% City contribution; and

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

That the City Council hereby authorizes the City Manager or his designee to submit an application for the SAFER Grant requesting three (3) firefighter positions.

PASSED AND ADOPTED by the City Council this 5TH day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: K.14.
SUBJECT: Award Construction and Consultant Contract for West Main Street
Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16

Recommendation for Action: Staff recommends that the City Council 1) Adopt Resolution No. _____, to award the construction contract in the amount of \$9,500,000 for the base bid to Granite Rock for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, authorize a contract contingency up to 15%, and authorize the City Engineer to execute the construction contract and change orders; and 2) Authorize the reallocation of \$446,000 from the Water System Leak Detection and Repairs Project, CIP 09-23, to the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, to fund costs associated with water utility improvements; and 3) Appropriate \$446,000 of additional Water Enterprise funds to the project; and 4) Appropriate \$700,000 of additional Measure E Fund to the project; and 5) Appropriate \$100,000 of additional Grant Funding to the Project from the Community Design Grant Program; and 6) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount of \$964,000 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 15% of the agreement amount.

Staff Contact:

Clara Olmedo, Associate Engineer, (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact:

The approved Capital Budget includes \$11,439,500 funding for the project consisting of \$3,742,500 in Sacramento Area Council of Governments (SACOG) grant funding, \$2,000,000 from the SB1 Local Partnership Program, \$1,247,000 in Measure E (MSE) match funding, \$2,150,000 of Measure F, \$2,000,000 in Water funding and \$300,000 in Sewer funding. Additional funding of \$1.6 million is required to complete the project based on the bid received; the additional funding is proposed to come from the Water Enterprise Fund, Measure E and additional SACOG grant money.

With the recommended actions to reallocate \$892,000 of Water Enterprise Funds and appropriate \$700,000 of additional Measure E Funds, the total project budget will increase to approximately \$13,131,500 million. The additional funding from the water fund includes reallocating \$446,000 from CIP 09-23 (the annual repair and replacement project) , and the additional appropriation request of \$446,000 will be using Water Enterprise reserve balances.

Staff has reviewed the Measure E Spending Plan, including actual revenue received, actual project expenditures, and unprogrammed fund balance, to determine availability of additional funding . Based on this analysis, available fund balance and better than expected revenues in FY2018/19 result in sufficient funds available to allocate the additional \$700,000. In addition, the City received \$100,000 from SACOG's Community Design Grant, which has not yet been added to the project budget.

The difference between the total project budget and the engineers estimate is the amount budgeted for design, construction management, inspection and construction contingency.

Background:

The project consists of one-mile corridor on West Main Street from West Street to County Road 98. This project was defined based upon recurring requests from residents to improve the condition of the pavement and from bicycle and pedestrian advocates to add bike lanes, complete missing sidewalks and slow traffic vehicle speeds. In addition, business owners requested attention be given to the poor condition of the corridor between Ashley Avenue and Cottonwood Street where the exposed storm drainage ditch causes hazard for travelers on the roadway, especially cyclists.

The project will improve the one-mile corridor of West Main Street from West Street to County Road 98. The project includes full road reconstruction, narrower travel lanes to slow traffic and accommodate on-street bike lanes, drainage improvements, traffic signal improvements at all intersections to improve street crossings and provide ADA compliant curb ramps.

Discussion:

On December 18, 2019, Council approved plans and specifications for the project and project was advertised for bidding in January 2019. The Engineer's estimate of probable construction cost for the base bid was \$7 - 9 million.

On February 20, 2019, the City received one bid for construction of the project. Staff also performed due diligence in reviewing the bid and verifying that the bid complies with the technical submittal requirements

To determine if it is in the City's best interest to award the project given the lack of bidders, staff performed a bid analysis. The bid analysis included current bidding market conditions and work load, urgency of the project, construction contract award grant deadlines, comparison of bid prices with similar projects and the schedule and costs repercussions of rebidding the project.

The City received the following bid:

Bidder's Name	Base Bid Amount
Granite Rock	\$9,500,000.00

Granite Rock has been determined to be the lowest responsible, responsive bidder, per the bidding documents.

Additionally, for construction management, specialized inspection and material testing services for the project, staff completed a quality based selection process in June 2017. After review of all submittals, Staff selected UNICO Engineering to provide these services based upon their experience and qualifications.

In an effort to avoid construction delays associated with utility conflicts, staff authorized the design consultant to perform additional utility locating using both Ground Penetrating Radar (GPR) and traditional potholing in the areas most likely to have utility conflicts. Further, the construction contract requires the W. Main Street contractor to pothole all utilities and perform GPR throughout the entire project limits. The purpose is to ensure all utility locations are known early in the project so that if there are any utility conflicts that were not identified during design, they are identified with time to be resolved with limited schedule impacts. Staff feels

confident that these additional steps taken during design and required early in the construction project will keep the project on schedule and able to complete within the allotted contract days (approximately 7 months) for completion.

Staff is requesting that Council approve the construction contract with Granite Rock and approve a consultant services agreement with UNICO. Staff is also requesting that Council approve a construction contract contingency up to 15% and a consultant agreement contingency up to 15% to account for unforeseen conditions due to the age and history of the roadway. Staff anticipates issuing the notice to proceed with construction in April and project completion in winter 2019.

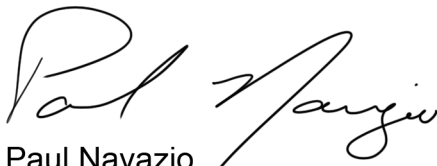
Conclusion:

Staff recommends that the City Council 1) Adopt Resolution No. _____, to award the construction contract in the amount of \$9,500,000 for the base bid to Granite Rock for the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, authorize a contract contingency up to 15%, and authorize the City Engineer to execute the construction contract and change orders; and 2) Authorize the reallocation of \$446,000 from the Water System Leak Detection and Repairs Project, CIP 09-23, to the West Main Street Bicycle/Pedestrian Mobility & Safety Improvement Project, CIP 17-16, to fund costs associated with water utility improvements; and 3) Appropriate \$446,000 of additional Water Enterprise funds to the project; and 4) Appropriate \$700,000 of additional Measure E Fund to the project; and 5) Appropriate \$100,000 of additional Grant Funding to the Project from the Community Design Grant Program; and 6) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount of \$964,000 for the Project and authorize the City Engineer to execute the agreement and amendments as necessary up to 15% of the agreement amount.

Prepared By: Clara Olmedo, Associate Engineer

Reviewed By: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/Community & Economic Development Director



Paul Navazio
City Manager

Attachments:

1. 17-16 Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROPRIATING \$446,000 OF WATER ENTERPRISE FUNDING, REALLOCATING
\$446,000 FROM WATER LEAK DETENTION AND REPAIRS PROJECT CIP 09-23,
APPROPRIATING \$700,000 OF ADDITIONAL MEASURE E FUNDING,
APPROPRIATING \$100,000 OF ADDITIONAL GRANT FUNDING AND APPROVING
A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE
WEST MAIN STREET BICYCLE/PEDESTRIAN MOBILITY AND SAFETY
IMPROVEMENT PROJECT, CIP 17-16**

WHEREAS, the City of Woodland has received a Regional Flexible Spending Funding Grant in the amount of \$3,742,500 from the Sacramento Area Council of Governments (SACOG), and \$2,000,000 from the SB1 Local Partnership Competitive Grant Program; and

WHEREAS, the project is included the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16 and is included in the Capital Budget with a total budget of \$11,439,500; and

WHEREAS, the City Council wishes to increase funding to the Project, including additional appropriations of \$446,000 of Water Enterprise Funds and reallocation of \$446,000 from the Water System Leak Detention and Repairs Project, CIP 09-23; and

WHEREAS, the City Council wishes to appropriate \$700,000 of additional Measure E funding to the Project and bring the total project budget to \$13,131,500; and

WHEREAS, the City opened bids on February 20, 2019, and received 1 bid, the lowest responsive, responsible bidder was Granite Rock determined by their base bid amount of \$9,500,000; and

WHEREAS, the City wishes to award the construction contract to Granite Rock for the base bid in the amount of \$9,500,000 and authorize contingency up to 15%; and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected by a qualifications based selection process; 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 construction contract with Granite Rock in the amount of \$9,500,000.00. The City Manager is hereby authorized and directed to execute the contract and change orders up to 15% of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes the appropriation of \$446,000 of Water Enterprise Funds and reallocation of \$446,000 of the Water System Leak Detection and Repairs, CIP 09-23, to the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16.

Section 3. The City Council hereby authorizes the appropriation of \$700,000 of additional Measure E funding to the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16.

Section 3. The City Council hereby authorizes the appropriation of \$100,000 of additional Grant funding to the West Main Street Bicycle/Pedestrian Mobility and Safety Improvement Project, CIP 17-16.

Section 4. The City Council hereby approves the consultant services agreement with Unico Engineering, Inc. in the amount of \$964,000. The City Manager is hereby authorized and directed to execute the agreement and amendments up to 15% of the original 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 5. Copies of the above mentioned contracts 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 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: K.15.
SUBJECT: Approval of Amendment to Fiscal Year 2019 Budget to Add Funding and Increase the Purchase Price Limit for the City's First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations and amending the FY 2019 budget as necessary: (1) an additional \$490,000 in HOME program income funds (Fund 323), (2) an additional \$210,000 in BEGIN and CalHome program income funds (Fund 324), and (3) an additional \$5,000 in Housing Trust funds (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB).

Staff Contact:

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

Fiscal Impact:

The \$705,000 in additional funds requested for the City's FTHB program relies on existing program income (repaid housing loans) from the HOME (Fund 323), BEGIN and CalHome (Fund 324), and Housing Trust (Fund 326).

Background:

The City has operated a FTHB program for approximately 17 years to assist low-income households purchase new and resale homes. A loan from the City helps cover the "gap" between the sale price of a home and what a household can qualify for through a private lender (principal lender). The City loan functions as a second loan on the property's title and repayment (principal and interest) is deferred for up to 30 years or upon resale, whichever occurs first. Interest accrues at 3 percent simple with interest forgiveness starting after 21 years of owner-occupancy.

Discussion:

Based on additional funds of \$705,000 combined with the existing appropriation of \$185,250, staff estimates that nine households can be assisted with home purchases and City can cover its housing consultant expenses (income determinations, loan underwriting, and documents preparation) assuming each household receives the maximum assistance of \$90,000. Action is also being sought to increase the purchase price limit to \$360,000 for new and resale homes purchased with City loan assistance to better align with the current housing market prices. The existing purchase price limits are \$299,000 (resale homes) and \$319,000 (new homes). While it may be difficult for a low-income buyer to purchase a home that exceeds \$330,000, a buyer with significant savings combined with a City loan may be able to afford a home purchase in the \$330,000 to 360,000 range.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations and amending the FY 2019 budget as necessary: (1) an additional \$490,000 in HOME program income funds (Fund 323), (2) an additional \$210,000 in BEGIN and CalHome program income funds (Fund 324), and (3) an additional \$5,000 in Housing Trust funds (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB).

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director



Paul Navazio
City Manager

Attachments:

1. Funding CC Reso Mar 5, 2019

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROPRIATING FUNDS OF \$705,000 AND INCREASING THE PURCHASE PRICE
LIMITS FOR THE CITY'S FIRST TIME HOMEBUYER LOAN ASSISTANCE PROGRAM**

WHEREAS, the City of Woodland has operated a loan assistance program for first time homebuyers for approximately 17 years to assist low-income households purchase a new or resale home in Woodland;

WHEREAS, increasing the funds available for the program will provide loan assistance for up to nine households and adjusting the purchase price limit will better align with current housing market price conditions.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the following appropriations and amends the FY 2019 budget as necessary: (1) an additional \$490,000 in HOME program income funds (Fund 323), (2) an additional \$210,000 in BEGIN and CalHome program income funds (Fund 324), and (3) an additional \$5,000 in Housing Trust funds (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB).

PASSED AND ADOPTED this 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 5, 2019
ITEM #: K.16.
SUBJECT: Sustainability Advisory Committee

Recommendation for Action: Staff recommends that the City Council (1) approve Resolution No. ____, establishing the Sustainability Advisory Committee, as proposed, and (2) direct City staff to proceed with committee formation.

Council Goal:

This recommendation is consistent with the City's goals for environmental sustainability.

Fiscal Impact:

There is no direct fiscal impact. The establishment of a community advisory committee could potentially result in a modest increase in staff work associated with administrative support. Costs to support the committee will be covered within existing staffing levels and budgets within the Environmental Sustainability Division.

Background:

The City formed the Solid Waste Committee in 1988/89 to address Waste Management service agreement issues and negotiations. The committee consisted of two Council members and in May 1992, the Council approved the addition of a third member to be appointed for a four-year term. Over the years, the Solid Waste Committee has considered and provided recommendations to the Council on various key aspects of refuse services.

In December 2007, the City organized an energy committee in response to community member requests for the City to move forward with climate protection measures. The Energy Committee was not formally created and members were not formally appointed by the City Council; however, the committee continued to hold regular meetings following the first meeting in March 2008. From 2008 to 2012, the Energy Committee discussed topics related to guiding principles to improve the environment, strategies to reduce Woodland's greenhouse gas emissions and energy usage, and consideration of potential measures to acknowledge and improve on the City's levels of conservation and energy efficiency. Beginning in 2011, the committee meeting attendees also played an important role in the development of the city's Preliminary 2020 Climate Action Plan (CAP) and public outreach planning efforts.

In 2012, the Solid Waste and Energy committees were combined into the Sustainability Committee and two Council members were appointed as a sub-committee of the City Council. Public membership of the Sustainability Committee was never formalized, although committee meetings have been open to members of the public, who have been included in the committee's proceedings. Sustainability Committee meetings have been held on a regular basis and have focused on the topics of solid waste and recycling, water conservation, energy efficiency, climate protection measures, tree planting, alternative transportation, and other sustainability-related matters.

These meetings have provided opportunities for City staff, Council members, and meeting attendees to explore sustainability-related topics and for City staff and Council members to gather public input on conservation

program initiatives and efforts. However, because there has been no formal membership or charge beyond its status as a Council sub-committee, the Sustainability Committee has not been able to serve as a formal conduit for the public to provide feedback and recommendations to City Council. Committee meeting attendees that wish to provide comments for consideration are able to do so as private citizens, but not in a formal capacity as an advisory body.

The City of Woodland's 2035 CAP was adopted by the City Council in May 2017 and provides community-generated strategies to guide the City, its residents, and local businesses in reducing greenhouse gas emissions consistent with state goals for addressing California's contributions to climate change. Staff believes that forming a Sustainability Advisory Committee as a formal community advisory committee will allow the City to expand public outreach opportunities, gather feedback on issues related to sustainability programs and initiatives, and more effectively achieve progress toward CAP goals.

In anticipation of changes to the structure of the Sustainability Committee, the City Council removed the Sustainability Committee from its list of standing sub-committees in December 2018.

Discussion:

The purpose of the Sustainability Advisory Committee would be to help the City engage its residents and businesses in efforts to achieve state mandated conservation goals and the goals of the City's CAP and provide recommendations to the City Council regarding sustainability policy. Staff received input from several community members associated with the existing Sustainability Committee between November 2018 and February 2019 regarding the potential scope and structure of a Sustainability Advisory Committee. Based on community feedback, staff-level discussions, and discussions of Council goals resulting from the most recent Council retreat, staff is recommending that a Sustainability Advisory Committee be formally established, with the purpose, structure, and functioning as described herein and as provided in the attached resolution.

The committee is being proposed with the following charge:

- A. Provide comments, feedback and recommendations to the City Council on sustainability policy and issues related to CAP implementation, to include:
 - a. Energy - Renewable energy and energy conservation
 - b. Transportation – Alternative/multi-modal, transit, trip reduction strategies
 - c. Natural Resource Conservation – Urban Forest and open space
 - d. Water and Solid Waste – Conservation, reuse and recycling
- B. Advise and assist staff on sustainability program design and implementation.
- C. Serve as a forum for public input and feedback on issues related to sustainability and CAP implementation.
- D. Assist staff in promoting community-wide CAP implementation.

Staff recommends that the committee consist of at least five but no more than nine members including a mix of backgrounds or expertise in areas related to CAP goals and sustainability efforts in Woodland. Representation will be sought from local service groups such as the Woodland Tree Foundation, The Bike Campaign, the Woodland Chamber of Commerce, student groups, senior organizations, and others; organizations working on related issues such as equity, active transportation, and development; and the community at large. Staff also recommends that the City Council appoint ex officio members of the committee from relevant vendors or organizational partners, such as Waste Management, PG&E, and other organizations or service providers as

appropriate.

Conclusion:

Staff recommends that the City Council (1) approve Resolution No. _____, establishing the Sustainability Advisory Committee, as proposed, and (2) direct City staff to proceed with committee formation.

Prepared by: Ken Loman, Environmental Sustainability Manager

Reviewed by: Craig Locke, Public Works Director



Paul Navazio
City Manager

Attachments:

1. Reso - Final Sustainability Advisory Committee formation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
CREATING THE SUSTAINABILITY ADVISORY COMMITTEE**

WHEREAS, the City of Woodland is actively engaged regarding the issues of sustainability and climate change and seeks to establish itself as a leader in sustainability practices attuned to reducing greenhouse gas (GHG) emissions and increasing resiliency to the effects of climate change; and

WHEREAS, the City of Woodland's General Plan 2035 advocates responsible growth while seeking to conserve energy, water and other resources; reduce GHG emissions; promote infill, green and net-zero energy development; and build community resiliency to the effects of climate change; and

WHEREAS, the City of Woodland's 2035 Climate Action Plan (CAP) provides a community-based policy framework to address community-wide GHG emissions sources and, to be effective, CAP implementation requires a high level of public engagement; and

WHEREAS, the City Council Priority Goals highlight sustainability through fostering "a sustainable community for the next generation and (protecting and improving) the quality of the natural environment and human well-being through stewardship of land, water, air and energy resources and by providing all residents with opportunities to live active and healthy lifestyles;" and

WHEREAS, the City Council wishes to support the goals of the City's CAP, elevate the profile of sustainability community-wide, and expand public engagement around the City's sustainability efforts and CAP implementation; and

WHEREAS, the City Council wishes to establish a community advisory committee to assist the City Council and staff with the evaluation of sustainability policy, program design and implementation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby creates the Sustainability Advisory Committee, as follows:

1. Purpose: The purpose of the Sustainability Advisory Committee is to help the City to achieve state mandated conservation goals and the goals of the City's CAP and provide recommendations to the City Council regarding sustainability policy.

2. Membership: The Sustainability Advisory Committee shall consist of at least five but no more than nine members to be appointed by the City Council. Staff shall recommend for appointment interested community members who represent a mix of backgrounds or expertise in areas related to CAP goals and sustainability efforts in Woodland, and knowledge of the community. Members of the committee shall serve at the pleasure of the City Council and may be removed from the committee by a majority vote of the City Council.

3. Term of Membership: Members of the committee shall serve for a term of four (4) years.

4. Vacancies: Vacancies on the Sustainability Advisory Committee shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made.

5. Officers: The Sustainability Advisory Committee shall nominate a Chairperson, who shall call the meetings to order, serve as the presiding officer of the committee's meetings, and perform such other duties as may from time to time be prescribed by the committee. The Chairperson shall serve in that position at the pleasure of the City Council.

If it so desires, the committee may appoint a Vice Chairperson who shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The committee may create and appoint members to subcommittees.

6. Meetings: The Sustainability Advisory Committee shall establish a regular time and place of meeting and shall hold regular meetings. Special meetings of the committee may be called by the Chairperson, or by a quorum of the committee. All meetings shall comply with the Ralph M. Brown Act.

7. Quorum: A quorum of the committee shall consist of a majority of the committee members appointed.

8. Functions of the Committee: The Sustainability Advisory Committee shall have the responsibilities as provided in this section and such other duties as the City Council may from time to time decide:

- A. Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to CAP implementation.
- B. Advise and assist staff on sustainability program design and implementation.
- C. Serve as a forum for public input and feedback on issues related to sustainability and CAP implementation.
- D. Assist staff in promoting community-wide CAP implementation.

PASSED AND ADOPTED by the City Council this 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney