



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 15, 2020
6:00 PM

CITY COUNCIL

PLEASE NOTE: The September 15, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

1. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

2. SUBJECT: Public Works Quarterly Status Report for the period of June through August 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2020.

3. SUBJECT: 2nd Reading - Adopt Ordinance Modifying and Superseding Ordinance No. 1659 related to Payment of Transient Occupancy Tax

RECOMMENDATION FOR ACTION: Staff recommends the City Council Ordinance No. _____, Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of the City's Transient Occupancy Tax.

4. SUBJECT: 2nd Reading - Spring Lake Specific Plan, Parkside 3 (PLNG 18-00070) - Adopt Ordinance approving the Project Development Agreement between CalAtlantic Group, Inc (Lennar Corporation) and the City of Woodland.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. _____, approving an Amended and Restated Development Agreement between the City of Woodland and CalAtlantic Group, Inc (Lennar Corporation) to use and develop the Parkside 3 Project Site located within the Spring Lake Specific Plan Area.

5. SUBJECT: Approve Amendment to Agreement with Best Best & Krieger (BB&K) for City Attorney Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving amendment to Agreement with BB&K to provide legal services for the City of Woodland replacing Kara K. Ueda with Ethan Walsh as City Attorney and authorizing the City Manager to execute the amendment.

6. SUBJECT: Conflict of Interest Code Amendments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interest Code and report to Council should changes be necessary to the adopted Code.

7. SUBJECT: Replacement Vehicles for Storm Drain Maintenance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of two replacement vehicles for Storm Drain Maintenance:

1. The purchase of a new CCTV van from Municipal Maintenance Equipment for a total purchasing price of \$353,774.44.
2. The purchase of a new Compact Track Loader with Mower attachment from Holt of California for a total purchase price of \$76,039.92.

8. SUBJECT: OTS STEP Grant Award Acceptance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to accept the FY2020/21 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$61,500 and authorize an appropriation of \$61,500 in OTS STEP Grant funding to the State Grants Fund (325).

9. SUBJECT: Approve Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 Cooperative Agreement

Recommendation for Action: Staff recommends that the Council approve the Cooperative Agreement with State of California Department of Transportation (Caltrans), and adopt Resolution No. _____, to authorize City Manager to sign the Agreement on behalf of the City.

10. SUBJECT: FEMA Assistance to Firefighters Grant (AFG) COVID-19 Supplemental

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$26,695 to the Other Federal Grants Fund (330) for the purchase of COVID-19 Personal Protective Equipment (PPE) and related supplies as awarded under the FEMA Assistance to Firefighters Grant- COVID-19 Supplemental.

11. SUBJECT: Continuation of Emergency Action for Temporary Homeless Shelter and Additional Appropriation for Emergency Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions.

1. Determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050; and

2. Adopt Resolution No. _____, (a) approving an appropriation of \$16,800 from the Affordable Housing In-Lieu Fees Fund (327), which will be transferred to the Homeless Housing Fund (331) for construction of the Emergency Shelter Project and appropriate the same \$16,800 from the Homeless Housing Fund (331) where the expense will be incurred for the project and (b) authorizing the City Manager or designee to make an additional expenditure of \$16,800 to pay sale and use tax associated with the purchase of three commercial modular trailers from AMS Global, Inc. for the Emergency Shelter Project (CIP 20-12).

G. PUBLIC HEARING

12. SUBJECT: Public Hearing, Adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way Project, and Division of the 128-acre parcel at 1901 East Beamer Street (APN 027-360-010) for the East Beamer Way Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions:

- (1) Hold a public hearing to receive comments from the public on the proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way development;
- (2) Adopt Resolution No. _____, adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way project located at 1901 East Beamer Street (APN 027-360-010);
- (3) Adopt Resolution No. _____, authorizing the division of the existing 128.5-acre City-owned parcel located at 1901 East Beamer Street (APN 027-360-010) into four separate legal parcels and finding that such subdivision does not require a parcel map pursuant to Government Code section 66428(a)(2).

H. REPORTS OF THE CITY MANAGER

13. SUBJECT: City Council's Options for Vacancy in Office

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive an informational report regarding procedural issues and options stemming from the anticipated vacancy on the City Council in District 3, and
2. If desired, provide direction to staff on next steps.

I. 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, September 15, 2020 was posted on Friday, September 11, 2020 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

In order to minimize the spread of the COVID-19 virus, the City of Woodland is providing multiple alternatives to viewing City Council meetings and providing comments on items on the agenda. These alternatives allow the City to adhere to social distancing requirements, follow the Governor's

Executive Order N-29-20 (which suspends certain requirements of the Brown Act), and provide a way for the public to provide public comment live during the meeting.

VIEWING MEETINGS ONLINE

You are able to view meetings online here: <https://www.cityofwoodland.org/meetings>

Click on the meeting to view the video. It will say LIVE next to the meeting.

SUBMITTING COMMENTS BY E-MAIL

If you wish to make a comment during general public comment or on a specific agenda item, please submit your comment via email to CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Emails comments submitted, to be read into the record, shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.

SUBMITTING COMMENTS BY VOICE MAIL

If you wish to leave a voice mail message, please dial (530) 661-5900, press Option 1. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time. Voice mail messages should be three (3) minutes in length.

VIRTUAL PARTICIPATION BY ZOOM VIDEO CONFERENCING

The City of Woodland is now offering the ability to view and participate in City Council meetings via video meetings and telephonic conferencing via “Zoom” video conferencing computer technology. Instructions for participating via Zoom are provided below.

How do I join the City Council meeting via Zoom Video Conferencing?

Please visit: <https://zoom.us/j/99759026181> from a smart phone or computer. You will be prompted to install the Zoom app on your smart phone or computer. From a computer there is an option to view the meeting within the browser without installing the app. You are now ready to join the meeting.

If you have previously installed the Zoom app, you can enter the following meeting ID to join the meeting: 997 5902 6181

I don't have a computer or smart phone; can I still use Zoom?

If you do not have a smart phone or computer to access the meeting via Zoom, no problem! You can participate on the phone.

Call 1-669-900-6833 (Toll Free) and enter meeting ID 997 5902 6181.

How can I provide Public Comment on Zoom?

The Mayor will request public comment during the Public Comment period on the agenda and during each Public Hearing and Regular Calendar Item. Once the Mayor has announced the public comment period, please do one of the following:

USING A COMPUTER OR SMART PHONE:

- Click on the “Raise Hand” feature in the webinar controls. This will notify City staff that you have raised your hand.

- City staff will unmute your microphone when it is your turn to provide public comment.
- A prompt will appear to confirm you would like to be unmuted and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

USING A REGULAR PHONE:

- Dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment.
- City staff will unmute your microphone when it is your turn to provide public comment.
- You will hear “you are unmuted” and then you will have three (3) minutes to provide public comment.
- Once your public comment has ended, you will be muted again.

I am having difficulties preparing for the meeting and learning Zoom, do you have any resources to help me?

Yes, please visit Zoom’s website support page on helpful tips to prepare for the meeting:

<https://support.zoom.us/hc/en-us/categories/201146643>

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: September 15, 2020
ITEM #: E.1
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

OCTOBER 6TH	REGULAR MEETING
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City Council Meeting Minutes of September 1, 2020 and September 15, 2020
 Beeghly Ranch R-15 – PH
 Budget Update
 Ashely and Main Apartments – Resolution of Compliance
 Carryover Request
 SCBA Authorization to accept bid and make purchase
 Contract Amendment with Mead & Hunt – Bypass Culvert

OCTOBER 20TH	REGULAR MEETING
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Woodland Research & Tech Park – Specific Plan
 Youth Master Plan

NOVEMBER 3RD	REGULAR MEETING
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Sports Park Girls Fastpitch Lease Agreement
 Apprenticeship/Workforce Development Programs

NOVEMBER 17TH	REGULAR MEETING
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Homeless Shelter / NPLH Final Agreements

Future Topics / Study Sessions:

November Flood Project Certification of Final EIR Homeless Shelter / NPLH Final Agreements	TBD Investment Policy Workshop Comprehensive Zoning Update
December Council Reorganization	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.2
SUBJECT: Public Works Quarterly Status Report for the period of June through August 2020

Recommendation for Action: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2020.

Staff Contact:

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

Background:

This quarterly report covers the period of June through August 2020. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and/or notable department highlights.

Conclusion:

Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2020.

Prepared By: Johanna Currie, Senior Management Analyst

Reviewed By: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. June-Aug 20 PW Quarterly Report



Public Works Department

Quarterly Status Report

June through August 2020

Public Works

Service and Work Order Requests

For the Months of Jun-Aug 2020		
Division	Service Requests	Work Orders
Administration	309	-
Electrical	51	56
Facilities	133	177
Fleet	-	481
Pretreatment	-	86
Sewer	49	361
Signs & Markings	8	226
Storm Drain	4	50
Streets	79	165
WPCF	-	90
Water	288	504
Grand Total	921	2,196

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

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

Total for Calendar Year 2020

Through 08/31/20

Service Requests

2,967

Work Orders

5,688

68 Working Days This Quarter =

14 Requests for Service per Day

*****NOTE:** Environmental Services transferred to Community Development Department (CDD) starting FY 21. Please see CDD’s quarterly report for Environmental Services information.

Fleet & Facilities Division

- Fleet Services: Electrical Services received their new Hybrid Aerial Truck and the Water Group received their new Vac-Con truck. Both trucks are fully operational and have been put into service. Fleet Services is currently in collaboration with the Sewer Group to purchase a replacement Closed-Circuit Television (CCTV) Truck that will be equipped with more a reliable camera system that incorporates labor saving ‘lateral launch’ capabilities that allow crews to gather additional information without multiple set ups. The City should receive the new CCTV truck before the end of the year, according to the schedule.

- Facilities Services: The City Hall Roofing project is over halfway completed; asbestos was found in small portions of the roof area and has already been removed by a specialized asbestos abatement contractor. There were a few areas of the roof that showed signs of water intrusion that are currently being repaired. The project is scheduled to be complete by September 18, 2020. Meanwhile, Facilities Services is preparing a project to paint the exterior of City Hall in the fall after the roofing project is completed.

Right-of-Way Division

Due to the COVID-19 pandemic, Right-of-Way projects have been hindered. Though most full-time employees were able to continue working from the office or home, temporary employees were unable to do so, causing a decline in project completion. As we all start working towards a new normalcy, we continue moving forward to completing our goals.

- Geographic Information System (GIS): The GIS Group has completed 85% of the creation of new informational maps for Admin, Electrical, Facilities/Parks, Sewer/Storm, Signs & Markings, and Water. These maps provide all City departments with current Public Works assets and division information.
- GIS - Blight: The Blight Group is now working with the Police Department, HOST team, Code Enforcement and Public Works Groups to report graffiti, illegal dumping, trash and debris. Though this project is still in its infancy, we have all been able to start the process of having blight within the City cleaned up quickly and efficiently.
- GIS - Sewer/Storm: Working with Sewer, the GIS Group has completed 90% of the Sewer Tap video verification. All data suspected to be incorrect or incomplete is compiled and sent to Sewer. By the end of 2020, Sewer will have a complete list of problem areas, which will then be verified with underground video. The GIS group has also begun map documentation of Weed Abatement locations for Sewer/Storm.
- GIS - Streets: The GIS group has been working closely with Streets to verify and compile information to assist with the Sidewalk Replacement Project. In addition, the GIS group has begun map documentation of Weed Abatement locations for Streets.

USA Tickets for Calendar Year 2020
Quarter June 2020-August 2020 6,315

- Electrical - Community Center A/C 1-4 Replacement Project: The Industrial Electrical Group worked in conjunction with the Facilities Group and Contractors on the replacement of four rooftop A/C units at the Community Center. The plan for removing these units from the existing geothermal loop meant that the units would

require a larger electric supply. The installation went off without a hitch and the units are up and running.

- Electrical - MSC Electric Vehicle Chargers: Anticipating the arrival of two fully electric Utility vehicles, the Electrical Group completed the installation of charging infrastructure at the Municipal Service Center. Work included a new-metered PG&E service as well as two Level 3 DC fast chargers. The new equipment was brought online in July 2020.
- Signs & Markings - Sign Knockdowns: Responded to and repaired 13 knocked down signs this Quarter.
- Signs & Markings - Routine Street Markings Maintenance: Completed pressure washing all "SCHOOL" pavement markings (30,250 sq. ft.), as well as 59 "STOP" legends in Area 4 (College St & Cross St area). Currently refreshing the thermoplastic "STOP" bars and cross-walks in Area 4 (College St & Lincoln Ave area- South of Main St, North of Gibson Rd, East of West St, and West of East St).
- Signs & Markings - Routine Sign Maintenance: Replaced 120 faded "STOP" signs in Areas 1 and 2 (South of Kentucky Ave, North of Main St, East of CR 98, and West of East St). They also trimmed 60 trees blocking various signs, and installed the new "Dan Walker Way" overhead signs at the Woodland Community College.
- Signs & Markings - Projects: Currently assisting Community Development with the new JAPA parking application, as well as new signage and installation of sensor pucks in front of City Hall. The Signs & Markings Group assisted with the installation of new banner poles on Main St, and the removal of the large Caltrans sign on East St near E Main St. We also installed the water filled barricades for the restaurant Parklets project.
- Streets – Road Maintenance: Continued filling pot holes throughout the City. Repaired 64 utility trenches by removing the temporary material and replacing with permanent asphalt.
- Streets – Sidewalk Maintenance: Started and completed Phase One of the Sidewalk Replacement Project. This project removed and replaced almost 6,200 sq. ft. of sidewalk, eliminating 37 known tripping hazard locations throughout the historic district, around schools, and in public parks.
- Streets – Miscellaneous: Responded to and cleaned up 61 trash and debris calls. These calls range from having nails or glass in the road all the way to picking up shopping carts that are filled with trash in the Right-of-Way.

Utilities Collections - Sewer and Storm Divisions

Collections staff have been working closely with the Utilities Engineering Division on multiple Capital Improvement Projects (CIP), as well as the Community Development Department and Transportation Engineering on various Capital projects such as the sewer & storm infrastructure for the W. Main St & E. Main St road rehab project, Spring Lake Development final & warranty inspections, plan review of multiple sewer lateral lining contracts, and continuing preliminary investigation on multiple upcoming CIP projects.

M&O staff is currently working with multiple contractors on the Gibson Rd sewer & water rehab project in preparation for lining the sewer mains along Gibson Rd.

Crews have continued their High Velocity Vacuum Cleaning (HVVC) and Closed Circuit Television recording (CCTV) of the City's collection system. The total footage covered so far this year is;

Sewer

- **HVVC Footage:** 76,415
- **CCTV Footage:** 49,215
- **Lateral Inspection Footage:** 10,780
- **Manholes Flushed:** 300

Storm:

- **HVVC Footage:** 890
- **CCTV Footage:** 2,300

Service Calls:

- **Service Request Generated:** 48
- **Sanitary Sewer Overflows:** 4

Utilities - Water Production and Distribution Division

- **Wells:** All groundwater wells are currently off or in the "standby" position.
- **ASR:** Aquifer Storage and Recovery (ASR) Wells 29 & 30 are "active" and ready to go if we were to need them. Well 28 is currently pumping about 1 MGD/day.
- **Distribution Division:** Crews continue working on system repairs and improvements.
- **Gibson Road Project:** All water mains, hydrant laterals and hydrants are installed. Water services will begin this week.
- **Preventive Maintenance:** Crews are continuing to make progress on 2020 valve and fire hydrant maintenance.
- **Water Main Breaks:** 4
- **Valves, Fire Hydrants and Services Replaced:** 52
- **Water Main Valves Exercised:** 423
- **Water Meters Tested:** 466
- **Water Meters Replaced:** 56
- **Water Quality Calls:** 35

Wastewater Operations Division

Laboratory:

- The lab is currently operating under the April 2019-2021 Lab Certification that is posted at the Water Pollution Control Facility (WPCF).
- The lab has earned a 'Certificate of Excellence' for achieving a 100% on their State required unknown testing.
- Staff continues to test final effluent for coliform bacteria 7-days/week in support of the recycled water project.

- Laboratory staff have been attending trainings and preparing for the National Environmental Laboratory Accreditation (NELAC) Institute (TNI) regulations and the California Quality Management Systems Regulation taking effect October 2020.
- Laboratory performed third quarter Toxicity Testing for 2020.
- Annual Proficiency Testing and Discharge Monitoring Report-Quality Assurance (DMRQA) studies are currently being performed.

Pretreatment:

- Performed Local Limits Monitoring for the third quarter of 2020.
- Conducted non-contact inspections of local businesses.
- Issued new Wastewater Discharge Permits and renewals for the Pollution Prevention Program.
- Participated in the Yolo County Environmental Task Force.
- Worked on some public outreach with Collections for storm drain door hangers to be distributed late in the year.
- Worked with Code Enforcement to resolve compliance issues with industrial customers.

Regulatory Compliance:

- Prepared and submitted quarterly and monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Pretreatment staff continues issuing an information binder with all new pretreatment permits with relevant information to the specific discharger.
- Pretreatment completed dental amalgam registration requirements.

Water Pollution Control Facility

- Plant Operations: Operations and Maintenance have been working on preventative maintenance, including replacing ultra violet (UV) lamps, oil, cleaning and replacing high speed blower air filters, working with Electrical & Instrumentation staff on replacing process meters, monitoring new solids monitoring meters at the Returned Activated Sludge (RAS) pump station, and helping with operation and maintenance of the treatment system. The City has contracted with Ramcon to remove solids from south pond 11 this Summer/Fall; they are currently working on drying out the solids to prepare them for removal.
- Recycled Water Delivery: City Staff from Wastewater Operations, Water Distribution/ Production, and Utilities Engineering continue to work together to provide our customers with recycled water. Utilities Engineering is researching additional storage capacity, and Operations is fine-tuning the system in order to better serve our customers and to ensure a consistent and reliable recycled water supply. Water Production has been monitoring offsite infrastructure and maintaining surge tanks.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.3
SUBJECT: 2nd Reading - Adopt Ordinance Modifying and Superseding Ordinance
No. 1659 related to Payment of Transient Occupancy Tax

Recommendation for Action: Staff recommends the City Council Ordinance No. _____, Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of the City's Transient Occupancy Tax.

Staff Contact

Ana B. Gonzalez, City Clerk (530) 661-5802, ana.gonzalez@cityofwoodland.org



Ken Hiatt
City Manager

Attachments:

1. COVID-19-HotelTOT Repayment Ordinance-c1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND MODIFYING AND SUPERSEDING ORDINANCE NO. 1659
CONCERNING THE TEMPORARY SUSPENSION OF SECTIONS 3.12.080
AND 3.12.090 OF THE CITY OF WOODLAND MUNICIPAL CODE
RELATED TO PAYMENT OF THE CITY'S TRANSIENT OCCUPANCY
TAX**

WHEREAS, the City Council of the City of Woodland on March 17, 2020 declared a local emergency due to COVID-19, a contagious virus with no known cure that has become a global pandemic; and

WHEREAS, the City Council's action followed the Governor of the State of California declaring a state of emergency on March 4, 2020, the Yolo County Board of Supervisors ratifying a local and public health emergency on March 10, 2020, and the President of the United States declaring a national emergency on March 13, 2020; and

WHEREAS, the City Council adopted Urgency Ordinance No. 1659 on March 24, 2020, which permitted hotel operators in the City of Woodland to defer making transient occupancy tax payments to the City until cessation of the local emergency caused by COVID-19 but requiring that such taxes continue to be collected; and

WHEREAS, hotels in the City are subject to Chapter 3.12 of the City of Woodland Municipal Code, which requires hotel operators to collect from hotel guests a 10% occupancy tax, referred to as the transient occupancy tax, which is then remitted to the City on at least a quarterly basis although some hotel operators remit payment on a monthly basis; and

WHEREAS, while the local emergency has not been terminated by the City Council, and likely will not be terminated in the near future, hotel operators in the City of Woodland have indicated that they are agreeable to resuming their required payments for hotel visits from and after October 2020 and that they are agreeable to a repayment process for the deferred amounts that resumes in October 2020; and

WHEREAS, hotel operators are also agreeable to making minimum monthly payments for transient occupancy taxes owed to the City from March through September 30, 2020 ("Deferred Taxes"), provided that the entirety of the Deferred Taxes shall be paid in full no later than June 30, 2021; and

WHEREAS, the City Council finds that it is vital to both assist the hotels in the City to remain open and viable businesses so that visitors can stay in hotels during this period of local emergency and to ensure that the City collects the transient occupancy tax owed to the City as it is an important source of revenue to the City; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county, and local emergency during an unprecedented

health pandemic, such powers being afforded by the State Constitution, State Law, and Chapter 13.52 of the Woodland Municipal Code to protect the peace, health, and safety of the public.

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

Section 1. Except as provided in Section 3 below, Section 3.12.080 of the City of Woodland Municipal Code concerning penalties for failure to remit the transient occupancy tax when due is hereby suspended for all Deferred Taxes until June 30, 2021.

Section 2. Except as provided in Section 3 below, Section 3.12.090 of the City of Woodland Municipal Code requiring the Tax Administrator to take certain actions when an operator fails to remit the transient occupancy tax collected, including the assessment of penalties and interest, sending notice to the operator, and allowing the operator to have a hearing, is hereby suspended for all Deferred Taxes due to the City of Woodland until June 30, 2021.

Section 3. The effect of the City Council's continued suspension of Sections 3.12.080 and 3.12.090 until June 30, 2021 for the Deferred Taxes is to permit hotel operators to make payments to the City until June 30, 2021. However, each hotel operator must pay to the City a monthly pro rata share of the Deferred Taxes between October 2020 and June 30 2021. In other words, each hotel operator must remit to the City by the fifth day of each month between October 2020 and June 30, 2021 at least one-ninth of the Deferred Taxes until the Deferred Taxes are paid in full. Any hotel operator desiring to pay more than such monthly amount, including paying the full amount of Deferred Taxes owed, may do so at any time. If a hotel operator does not make such monthly payment, the City may impose any applicable penalty or interest set forth in Section 3.12.080 or 3.12.090 with respect to the monthly amount owed, despite the suspension of such provisions in Sections 1 and 2 above.

Section 4. Nothing in this Ordinance shall relieve an operator from collecting from transients the amounts required to be collected, as specified in Section 3.12.030 of the City of Woodland Municipal Code. This Ordinance also does not relieve any operator from its obligation to remit to the City the transient occupancy tax collected. Additionally, all provisions of the City of Woodland Municipal Code will apply to all payments collected and remitted to the City of Woodland for transient stays from and after October 1, 2020.

Section 5. Each operator that collects, or has collected, transient occupancy tax shall continue to be required to comply with Section 3.12.070 of the City of Woodland Municipal Code requiring an operator to report to the City's Tax Administrator the total rents charged and received and the amount of tax collected for transient occupancies.

Section 6. 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 that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The 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 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted Ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption. Upon the effective date of this Ordinance, Ordinance Number 1659 shall immediately terminate and be of no further force and effect.

Section 8. This Ordinance shall automatically terminate and shall have no force and effect from and after July 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of September, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, 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: September 15, 2020
ITEM #: F.4
SUBJECT: Spring Lake Specific Plan, Parkside 3 (PLNG 18-00070) - Adopt Ordinance approving the Project Development Agreement between CalAtlantic Group, Inc (Lennar Corporation) and the City of Woodland. , Inc (Lennar Corporation) and the City of Woodland.

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, approving an Amended and Restated Development Agreement between the City of Woodland and CalAtlantic Group, Inc (Lennar Corporation) to use and develop the Parkside 3 Project Site located within the Spring Lake Specific Plan Area.

Staff Contact:

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

Fiscal Impact:

All application processing costs have been paid for by the applicant. The Tentative Subdivision Map includes 97 lots on a multi-family site. The Spring Lake Infrastructure Fee (SLIF) equivalent is currently \$32,133 per multi-family unit, for a total of \$3,116,901. In addition to paying SLIF, this project will also pay citywide Development Impact Fees (DIF). For purposes of the fee calculation, the 32 units that are under 1,450 square feet will pay \$604,640 and the remaining 65 units will pay \$1,930,435 for a total of \$2,535,075. The project development agreement includes two negotiated fee payments one for affordable housing and one for bike and pedestrian related activities. The affordable housing fee is \$6,000 per unit for a total payment of \$582,000 which the applicant has agreed to pay in a lump sum amount 45 days after the second reading of development agreement ordinance. The general purpose fee is \$2,000 per unit for a total sum of \$194,000 to be paid in a lump sum upon issuance of the first building permit.

Background:

At its September 1, 2020 meeting, the City Council introduced and waived the first reading of Ordinance No. _____, approving the project Development Agreement between the CalAtlantic Group, Inc (Lennar Corporation) and the City of Woodland. The City Council requested that an additional condition be included which states that the Applicant shall work with the City to design and install appropriate additional bike lane markings to enhance visibility on Matmor Road between Sports Park Drive and Tyler Drive, including signing and striping at the intersection of Sports Park Drive and Matmor Road. This condition has been added into the conditions of approval for the project.

Conclusion:

Staff recommends that the City Council adopt Ordinance No. _____, approving an Amended and Restated Development Agreement between the City of Woodland and CalAtlantic Group, Inc (Lennar Corporation) to use and develop the Parkside 3 Project Site located within the Spring Lake Specific Plan Area.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Brent Meyer, Acting Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Development Agreement Ordinance Parkside 3_9.15.20
2. DA Second Reading.Parkside 3_9.15.2020
3. Exhibit E to DA _Conditions of Approval Parkside 3_9.15.20

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND CALATLANTIC GROUP, INC (LENNAR CORPORATION) TO USE AND DEVELOP THE PARKSIDE 3 PROJECT SITE LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, CalAtlanticGroup, Inc. (“Developer”) proposes to develop certain real property located in the City of Woodland (Property”), more particularly described in the Development Agreement, as “**Attachment 1**” and incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the

goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council approval of both the Tentative Subdivision Map #5155 for the Parkside 3 Project Site and the Development Agreement; and

WHEREAS, on September 1, 2020, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, on September 1, 2020, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #18 pertaining to the rezoning of certain portions of the project site; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan and SLSP; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1 Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Development Agreement as "**Attachment 1.**"

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR as well as Addendum #18 prepared for this project.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of September, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Attachment 1– Parkside 3 Development Agreement

Recorded at request of:)
 City Clerk)
 City of Woodland)
)
 When recorded return to:)
 City of Woodland)
 300 First Street)
 Woodland, CA 95695)
 Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

PARKSIDE 3

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CALATLANTIC GROUP, INC.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [_____]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2020 by and between the City of Woodland, California (“CITY”), and CalAtlantic Group, Inc., a Delaware Corporation formerly Standard Pacific Corp., Inc, a Delaware Corporation (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and HTW II Ventures previously entered into that certain Development Agreement (“Original Development Agreement”) on October 4, 2005, approved by the City Council of the City of Woodland by Ordinance No. 1447 on _____ October 4, 2005; and

WHEREAS, HTW II subsequently transferred its property interests, and associated agreements, to various developers, and OWNER now owns that certain real property with Yolo County Assessor’s Parcel Numbers 041-231-028 and 041-243-002 (the “Property”); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement with respect to the Property (as defined below) only; and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into this Development Agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters related to the approval of development agreements; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Woodland.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to (i) specific plans and specific plan amendments, (ii) tentative and final subdivision and parcel maps, (iii) conditional use permits, public use permits and plot plans, (iv) zoning and planned development, and (v) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map showing Property and its location

Exhibit “C” - Tentative Map, Site Plan, Landscape Plan,
Architectural Renderings (from the _____, City Council Hearing)

Exhibit “D” - Development Standards for Parkside 3

Exhibit “E” - Conditions of Approval

Exhibit “F” - Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an

executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a

member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot

with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney

Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

CalAtlantic Group, Inc.
1025 Creekside Ridge Drive, Suite 240
Roseville, CA 95678
Attn: Larry Gualco
Telephone: 916-746-8501

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

2.8 Termination of Previous Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement approved by Ordinance No 1447, adopted on October 4, 2005 by the City Council of the City of Woodland. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5155, Planned Development Overlay, and Site Plan and Design Review which includes the 7.3 acre R-15 (R-15PD) project site resulting in 97 single family lots.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement,

including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions

depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's costs for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF").

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any

part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.11 City Plan Check & Inspection of Public & Private Civil Improvements. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public & Private 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 onsite & offsite civil improvements. These fees must be paid in full prior to approval of the final map and improvement plans.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees and other fees set forth in Exhibit “F” shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “F”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property

following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "F", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. With respect to the Property, the City's agricultural conservation easement requirement has been satisfied.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER's obligation for Swainson's Hawk Mitigation has been satisfied.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Affordable Housing In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the affordability requirement applied to this Project. The Project is responsible for providing 10 very low income and 10 low income units. In lieu of constructing the affordable housing units, OWNER agrees to pay to CITY, or non-profit organization of CITY's choice for the purpose of constructing housing in Woodland for extremely low income households, a total of Six Thousand Dollars and No Cents (\$6,000) per unit for each of the 97 mapped units for a total of Five Hundred and Eighty-two Thousand Dollars and No Cents (\$582,000). The affordable housing in lieu fee shall be paid in one lump sum amount no later than 45-days after the second reading of the Development Agreement Ordinance. The affordable housing fee shall be subject to annual CCI increases.

4.9 General Purpose Fee. CITY and OWNER agree that owner shall pay to CITY a total of Two Thousand Dollars and No Cents (\$2,000.00) per unit for each of the 97 mapped units for a total of One Hundred and Ninety-Four Thousand Dollars and No Cents (\$194,000) as a general purpose fee. City shall use this general purpose fee to improve bicycle and pedestrian connectivity, including but not limited to construction of the planned Highway 113

bike/pedestrian overcrossing, and complete other neighborhood enhancements within the Plan Area. The general purpose fee shall be paid in one lump sum amount upon issuance of the first building permit (excluding model homes) for the Property. The general purpose fee shall be subject to annual CCI increases.

4.10 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit “D,” OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.11 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.12 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.13 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity (“Claims”). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any

jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Owner's Initials

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives a claim from, or has a lawsuit filed against it by, a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportionate share of the damages its Project caused to CITY.

4.14 Meter Fees. Prior to any final map, OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2019 AMR fee is \$216 per meter.

4.15 Conversion of Drainage Ditch. OWNER shall construct a storm drainpipe system to replace the ditch between SR 113 and Matmor Road to a piped system.

4.16 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 ("SR 113") and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and 25A interchange. OWNER further accepts and supports that there may be changes to the SLIF and the per unit set aside amount for the payment of Spring Lake Infrastructure Fees due to the SR 113 and 25A interchange project.

4.17 Homeowners Association. Prior to approval of the first final map, OWNER agrees to form a Home Owners Association (HOA). OWNER agrees that the HOA's governing documents shall include requirements addressing, among other things, ownership, operation, and maintenance of onsite streets, lighting, landscaping, and storm drain. On site streets shall be privately owned and maintained by the HOA.

4.18 Garage Parking Requirement. The HOA's governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles as well as the use and allocation of on-site outside parking spaces. First and second vehicles of a household shall park in the household's garage. Outside onsite parking spaces shall not be used for regular parking of household vehicles except when two (2) household vehicles are already parked in a garage. Storage of RVs or boats shall be prohibited in outside onsite parking spaces. HOA rules shall require the Board to cooperate with the City in addressing neighborhood traffic complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of

proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER

stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "F": to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that

neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

CALATLANTIC GROUP, INC., a
Delaware Corporation formerly Standard
Pacific Corp., Inc, a Delaware Corporation

By: _____

Its: _____

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

)

)

)

On _____, before me, _____

_____ personally known to

Witness my hand and official seal.

Notary Public

[SEAL]

)

)

)

On _____, before me, _____

_____ personally known to

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

LOTS 163 AND 164 AS SHOWN ON THE MAP ENTITLED "SUBDIVISION MAP NO. 4675, PARKSIDE AT SPRING LAKE", FILED FOR RECORD APRIL 19, 2011 IN BOOK 2011 OF MAPS, AT PAGES 13 THROUGH 21, FILED IN THE OFFICE OF THE COUNTY RECORDER, YOLO COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS SITUATE IN ON OR UNDER THE ABOVE DESCRIBED PROPERTY, AS RESERVED IN DEEDS RECORDED DECEMBER 30, 1985 TO YOLO PETROLEUM INC., IN BOOK 1744 OF OFFICIAL RECORDS AT PAGES 633 AND 644 YOLO COUNTY RECORDS.

EXCEPT FROM SAID EXCEPTION ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS LYING FROM THE SURFACE TO A DEPTH OF 500 FEET WITHOUT RIGHT OF SURFACE ENTRY BY DEEDS RECORDED AUGUST 3, 1987 IN BOOK 1879 OF OFFICIAL RECORDS, AT PAGES 332 AND 334 YOLO COUNTY RECORDS.

APN: 041-231-028-000 (Lot 164) and 041-002-000 (Lot 163)

EXHIBIT "B"
Map of the Property
Parkside 3: (APN:041-231-028 and 041-243-002)

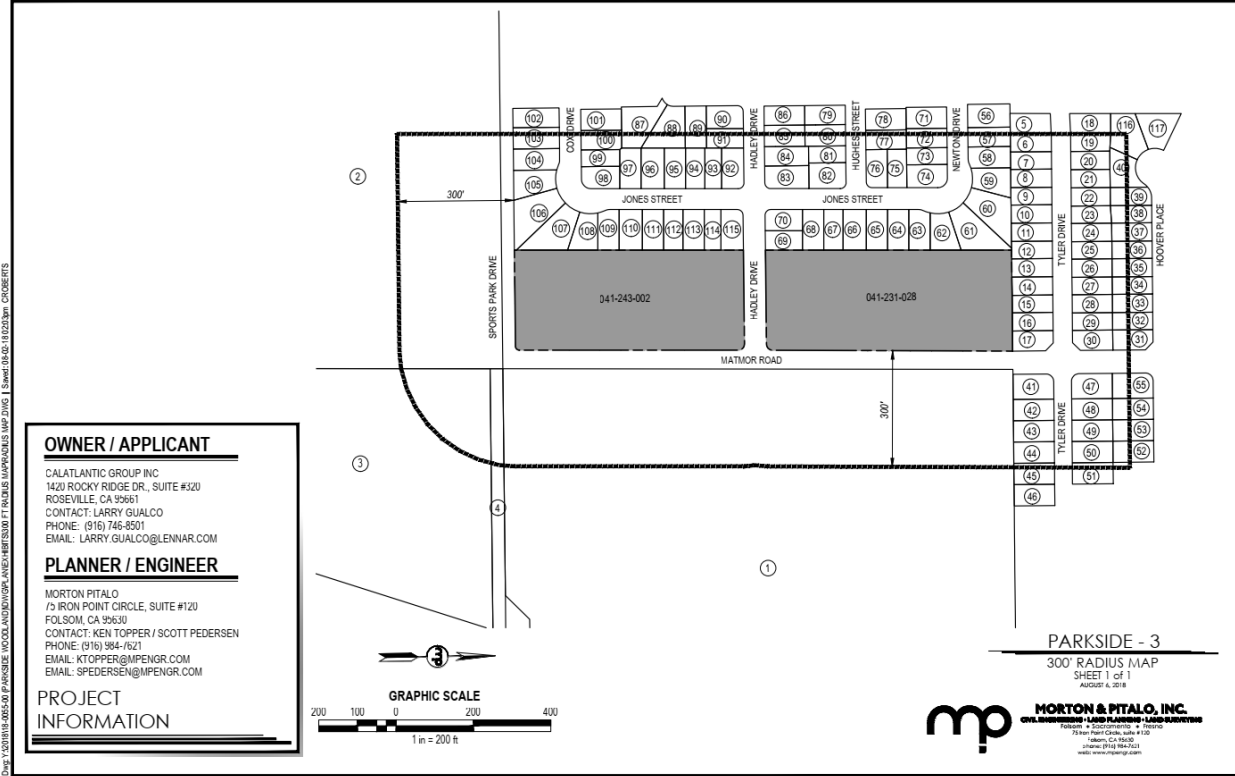
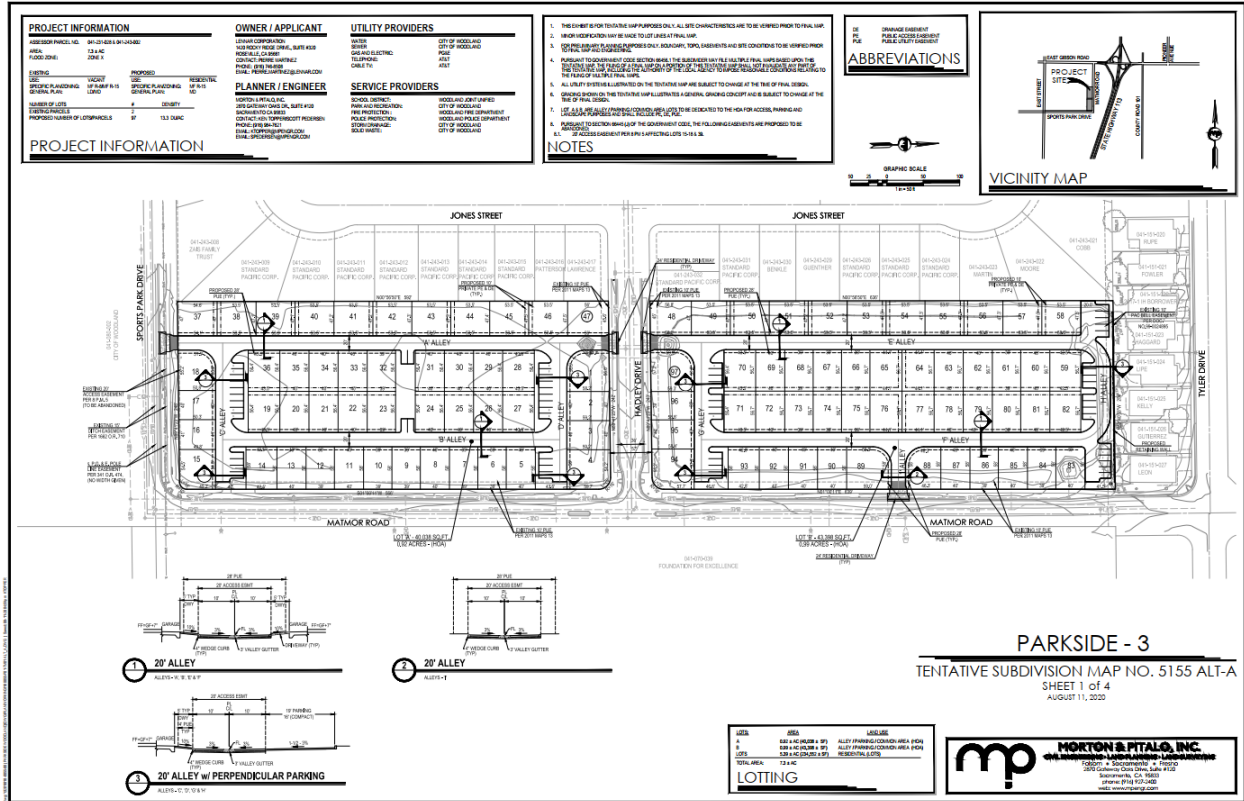


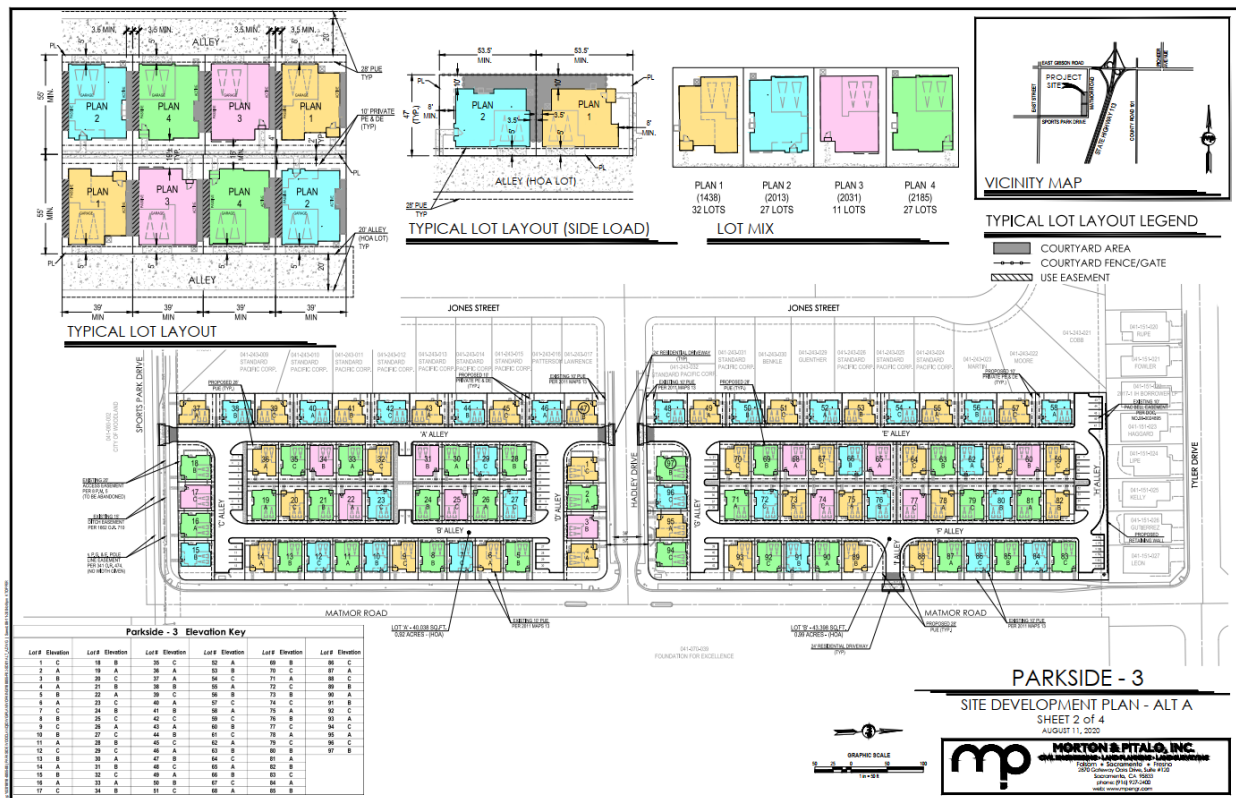
EXHIBIT "C"

Development Plans

Parkside 3 Tentative Subdivision Map #5155 Alternate "A", dated August 11, 2020



Parkside 3 Site Development Plan – Alternate A, dated August 11, 2020



[illegible]

EXHIBIT “D”
Parkside 3 Planned Development Standards

DA Attachment	
Development Standards for Parkside 3	
	Single Family
Lot Size (minimum)	
Area	2,000 sq. ft.
Width	39ft.
Permitted Density (maximum per lot)	
Residential Density	1 dwelling
Setbacks (minimum) ¹	
Front (Paseo)	8ft. min. from PL
Front (Public Road)	10ft. min. from PL and/or back-of-walk
Side:	3.5 ft. min. from PL
Rear (Perimeter)	10ft. min. from PL
Rear (Garage Door)	5 ft. min. driveway depth
Coverage (maximum)	
Lot Coverage	65%
Height (maximum)	
Height	32'
Parking (Minimum)	2 per Dwelling
Supplemental Design Standards	
1. Front Yard Stagger	None required
3. Two-story unit mix	No limit
4. Separation Between Second Story Elements	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings ²
5. Building Exterior	Architectural treatment shall be applied to all elevations of buildings as identified in Design Review booklet.

Notes:

(1) Steps may encroach into setback

(2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1' into a required setback provided adequate access/emergency egress paths are maintained.

EXHIBIT “E”

(Conditions of Approval)

Attachment 6B to the September 1, 2020 City Council Staff Report

EXHIBIT “F”
(Project Fees)

CITY may in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District. This project is considered multi-family for purpose of calculating Spring Lake fees and single family for the purpose of calculating citywide Development Impact Fees, except as noted (*) below.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2020 but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. All fees are subject to annual CCI.

Development Impact Fee	SL SFD (Single Family Dwelling)	SL MFU (Multi-family Unit)*
General City	868	652
Fire	2,941	1,764
Library	543	406
Police	710	532
Wastewater	6,498	4,873
Water	4,949	3,712
Parks & Recreational Facilities	4,408	3,306
Roads	8,562	3,509
MPFP Admin Fee (.75%)	220	141
Storm Drainage Facilities	Included in SLIF	Included in SLIF
Subtotal	29,699	18,895

*Units under 1,450 square feet shall be charged at the Multi-Family (MFU) rate

The other fees include all applicable fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$48,687 and MF \$32,133 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$540 for MFU
- Public transit capital fee of \$216 for the construction of transit capital improvements
- Public transit operations fee of \$36 for MFU
- Fiscal Deficit mitigation fees of \$1050 for MFU
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees \$40
- Offsite Affordable fee – no charge as a MF project

General purpose fee (see Development Agreement Section 4.9) of \$2,000 per building permit, for 97 units, for a total obligation of \$194,000 payable in one lump sum amount at first building permit (excluding model homes).

Affordable housing in-lieu fee (see Development Agreement Section 4.8) of \$6,000 per unit, for 97 units, for a total obligation of \$582,000 that will be due and payable in one lump sum amount no later than 45-days after the second reading of the Development Agreement Ordinance.

EXHIBIT E - TO THE PARKSIDE 3 DEVELOPMENT AGREEMENT
PROJECT CONDITIONS OF APPROVAL
SEPTEMBER 15, 2020

GENERAL CONDITIONS

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the September 1, 2020 City Council staff report, as approved by City Council, for the Parkside 3 project as proposed by the applicant Cal Atlantic Group, Inc/Lennar Homes, except as modified by these conditions of approval. The Project approval includes a General Plan and Specific Plan Amendment, Planned Development Plan for the small lot product, Tentative Map, and Development Agreement (As modified via Alternate A submitted on August 11, 2020).
2. Development Agreement. The Development Agreement between the City of Woodland and Lennar Homes of California, Inc, a California corporation, as approved by City Council at a first reading on September 1, 2020, are fully enforceable.
3. Indemnification. 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 of 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 the defense of the matter by the City Attorney.
4. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
5. School Disclosure. The applicant shall include a disclosure statement on deeds for final lots the existence of the existing school facility located east of the project site and range of activities that occur at the facility.
6. Informing Agencies & Subcontractors. Secure approval and satisfy requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

7. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
8. Home Owners Association (HOA) Formation Documents and Conditions, Covenants and Restrictions (CC & Rs). Prior to approval of the first final map submit, three (3) copies of the Homeowners Association CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - a. Recreational vehicle parking is prohibited.
 - b. Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - c. Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - d. The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
 - e. Maintenance of privately owned streets, street lights, and storm drainage.
9. Landscape Maintenance Agreement. The applicant/HOA shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape maintenance agreement shall run with the property. The landscape maintenance agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.
10. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions

contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

11. Affordable Housing. The project is responsible for providing 10 very low-income and 10 low-income units. The applicant will pay fees in lieu of constructing the on-site affordable housing consistent with Development Agreement Section 4.8.
12. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
13. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
14. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
15. Building Unit Allocations (BUA) s. With the exception of affordable housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

FINANCE DEPARTMENT

16. SLIF Shortfall No shortfall fee will be required if at least 96 units are built.
17. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and

all information necessary to complete such annexation within 45 days of making this petition.

18. SL Community Facilities District 2004-1. OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

COMMUNITY DEVELOPMENT

19. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
20. Design Review. The site shall be developed and maintained in accordance with the approved plans, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with the Spring Lake Specific Plan Design Standards and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.
21. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
22. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
23. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 of the Spring Lake Specific Plan and the approved Planned Development Overlay standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
24. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances as generally depicted in the Design Review plans.
25. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the

project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project will meet all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.

26. Photovoltaic Panels. At minimum, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
27. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
28. Trash and Recycling Container Storage. Areas shall be provided for designated storage of trash and recycling containers in compliance with Spring Lake Design Standard 2.8. Such areas shall be located adjacent to the house and screened from view of the streets. Information shall be verified prior to issuance of building permits.
29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - a. Locations, size and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - c. Location of all pavements, fencing, wheel stops or curbs, buildings, structures, light poles, property lines and other pertinent site plan features.
 - d. Location of utilities in relation to on site planting and street trees.
 - e. Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - f. Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, and the methodology to preserve existing adjacent trees during construction of new footings shall be provided on plans consistent with the Arborist report prepared by Sierra Nevada Arborists.

- g. Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
 - h. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
30. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
31. Shade Tree Planting. Shade trees shall be planted such that 40 percent of the uncovered stalls will be in shade at noon at landscape maturity. Planters containing trees shall not be less than four feet in width and shall be protected by wheel stops or curbs.
32. Arborist Report Compliance. An arborist shall be on site to observe grading activities along the north property boundary to ensure minimal impact to trees/root systems. The applicant shall work with adjacent property owners to the north of the project site with regard to protection, preservation of the existing trees identified in the arborist report prepared on March 10, 2019 by Sierra Nevada Arborists. All measures shall be identified on the grading plan (Municipal Code Section 12.48.090).
33. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
34. Street Tree Master Plan. A Final Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Approved Street Tree list and shall be reviewed and approved by the Community Development Department and the City's Community Services Department, Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection. Trees shall be a minimum of 15-gallons in size. A minimum of two alternate species shall be provided per street. It is recommended that the Chinese Fringe Tree be incorporated into the plan along Sports Park Drive.
35. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to ensure that each lot can maintain one street tree without conflict. Coordination in the placement of all utilities in relation to street trees shall be required. A Plan set illustrating tree and utility placement will be required prior to issuance of building permits and shall be coordinated with the Street Tree Master Plan
36. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and

4.19 (bikeway and landscaping) and 7.13 (public landscaping). Due to the unique nature of the housing product and site conditions, minor modification may be permitted subject to review and approval of the Community Development Department

37. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
38. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed.
39. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a semi-transparent or opaque water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
40. Fencing Plan. Prior to issuance of building permits submit a final fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, interconnecting walkways and paths and accent fencing.
41. North Property Wall. The existing fencing along the north boundary of the project shall be replaced with a combined retaining and wood fence that will be a minimum of six-feet in height, on either side as measured from the finished pad elevation. The location and design of the fence shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. OWNER shall work with the adjacent property owners to obtain necessary permission to remove the existing fencing and install the new fencing.
42. Double Wall Treatment. Should OWNER be unable to obtain necessary rights of entry from property owners to remove the existing fencing and construct new fences in condition 41 above, OWNER shall propose new construction design for the City's approval that does not need adjacent property owners' approval and minimizes a nuisance or hazard double wall condition.
43. On-Site Parking. Prior to approval of final map the applicant shall work with staff to reduce the number of compact guest parking spaces, particularly at the internal curve radius

and increase the number of standard (9 x 19) size guest spaces. In no case shall the number parking spaces be reduced.

44. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).

MITIGATION MEASURES

45. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program including provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction and/or tree removal survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
46. Pursuant to Mitigation Measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. norther harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3(b-d) of the Spring Lake Specific Plan Mitigation Monitoring Plan shall be followed. Survey results are valid only for the season when construction activity occurs.
47. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1-September 15). The survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
48. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan
49. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report.
50. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy-duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
51. Mosquito Vector Control. Prior to each construction season, each landowner or applicant with a project under construction shall consult with, and implement the recommendations

of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.

52. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
53. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
54. Off-site Improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
55. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
56. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee **of \$50** (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

DEVELOPMENT ENGINEERING

Roadways

57. The applicant shall replace all cracked and broken sidewalk.
58. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
59. The applicant shall replace/install City Standard ADA compliant curb ramps.
60. Entrances to project shall use city standard commercial driveways, at-grade roadway entrances will not be allowed.
61. Private Roadways/Alleys shall be constructed to City standard structural sections, with a minimum of 4" AC over 12" AB or as otherwise recommended by a certified soils report. Should there be a need for the City to maintain/repair public utilities requiring trenching

through private alleys, such repair shall include surface restoration consistent with City standards.

62. If houses' water and sewer services (laterals) cause multiple trenches into existing public streets owner shall overlay the street with 1.5" of AC and restripe.

Other Transportation Conditions

63. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit, for approval of the City Engineer, a traffic-calming plan to address cut-through traffic on residential streets. The City envisions traffic calming measures such as speed humps (a total of 5 between the Washington/Tyler and Reno/Cox/Jones/Hadley corridors) and a traffic circle at the intersection of Marston and Tyler. Traffic circles shall not require landscaping or water service.
64. The applicant shall enhance the bike lane striping on both sides of Matmor Road along the project frontage to further highlight these facilities. Additionally, the applicant shall improve signage and striping at the intersection of Sport Park Drive and Matmor Road to the satisfaction of the Community Development Director. These changes shall be included in the public improvement plans.

Easements and Right of Way

65. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
66. A ten (10) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
67. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:
- a. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - b. Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - c. A statement on the map as follows "We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels ___ and ___ these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described."

Landscaping

68. Public landscape areas shall be defined as all parkstrips (between back of curb and sidewalk) along the public streets (Sports Park Drive, Matmor Road, and Hadley Drive. Public landscape areas are included in the Spring Lake Lighting and Landscape District for irrigation and maintenance. Onsite landscaping (behind back of public sidewalk) shall be privately owned, irrigated, and maintained by the HOA.
69. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed per City standard specifications. Design of publicly owned irrigation facilities shall minimize the required metered connections to public mains. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

Wastewater and Sewer Collection System

70. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
71. Sewer facilities throughout the project shall be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.
72. Sewer Mains shall be 8" in diameter and constructed to public/City standards.
73. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral and clean out required for each parcel, in accordance with City of Woodland standards.
74. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
75. Abandon all unused stubs to the property per city standards.
76. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

Storm Water

77. A drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention or retention facilities, channel modifications, and/or

equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public Works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.

- a. The Drainage study shall use most current rainfall data at the time of preparation of grading plans.
 - b. The drainage study shall assume that the “Prudler” project is developed.
 - c. Note this study may show the need to increase the pad heights on that are shown on the preliminary grading plan.
78. The Applicant is required to construct a storm drain pipe system to replace the ditch between SR 113 and Matmor Road within the City’s drainage easement, including connecting all private drainage connections for the Property. This improvement shall be included in the project improvement plans and shall be constructed with project improvements. This improvement shall be included in the public improvement bonds at final map. These improvements are SLIF covered improvements and eligible for SLIF reimbursement.
79. Storm drain systems shall be private and the responsibility of the HOA. Private ownership and maintenance responsibilities shall terminate at the first connection point (manhole or inlet) to the City’s system within a public street. Privately owned lines shall be constructed to City standards. (Note connection day lighting at the driveway is not possible or permitted, connections will need to be at a manhole in the street.).
80. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
81. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

82. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP’s to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP approved by the City Engineer.
83. Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City’s Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards. These calculations will be necessary to determine the final sizing of the proposed bioretention planters

84. OWNER may reference the City's Post Construction Standards Manual on the web.

<http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

85. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

Water Infrastructure

86. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.

87. Water meters shall be owned and maintained by the City. Water meters shall not be located in driveways; unless specifically and individually approved by the City Engineer.

88. . Water mains, water laterals, and water meters throughout the project shall be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities shall be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities shall be constructed in accordance with City Standards.

89. City approved backflow devices shall be installed by owner between the public water mains and the onsite private system. Backflow devices shall be installed by Owner at or near the property lines.

90. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

91. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

92. Abandon all unused stubs to the property per city standards.

93. Connect ends of onsite water mains through to Matmor Road and Sports Park Drive water mains.

94. The project shall have a separate metered water service that is solely for the landscape irrigation system.

Grading

95. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading

information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

96. The Tentative map Preliminary Grading plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
97. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

98. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
99. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
100. Owner shall pay applicable Development Impact Fees, all fees identified in the Development Agreement, or connection fees in effect at the time of building permit issuance.

General Conditions

101. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
102. Prior to final map the applicant shall submit and have approved, a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the Community Development Department.
103. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
104. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

105. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
106. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
107. Public improvements (within public right-of-way) in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping.
108. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
109. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
110. If conditions for the project require Owner to construct improvements which benefit parties other than Owner and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
111. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
112. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the City's Environmental Resource Analyst, at (530) 661-2063 for more information.
113. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
114. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

BUILDING

115. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2019 California Residential Code
 - b. 2019 California Building Code
 - c. 2019 California Plumbing Code

- d. 2019 California Mechanical Code
 - e. 2019 California Electrical Code
 - f. 2019 Building Energy Efficiency Standards
 - g. 2019 California Green Building Code
 - h. The Code of the City of Woodland
116. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
- a. Recycle plan is required at time of permit issuance along with a deposit.
 - b. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
117. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.\
118. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
119. 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.
120. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
121. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on ground foundations** the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.

FIRE PREVENTION

122. Minimum turning radius for all fire apparatus access roads shall be minimum of 20’ inside, 40’ outside.
123. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways
124. Residential fire sprinklers shall be designed and installed per NFPA 13D
125. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.5
SUBJECT: Approve Amendment to Agreement with Best Best & Krieger (BB&K) for City Attorney Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving amendment to Agreement with BB&K to provide legal services for the City of Woodland replacing Kara K. Ueda with Ethan Walsh as City Attorney and authorizing the City Manager to execute the amendment.

Background

The City's existing agreement with BB&K for City Attorney services was entered into in 2008. In 2013, Council approved a first amendment, designating Kara K. Ueda serve as City Attorney. Ms. Ueda was recently appointed by Governor Newsom to serve as a superior court judge in Sacramento County and will be concluding her work with the city in the coming weeks. To maintain continuity during this abbreviated short transition, it is recommended that the City continue to use BB&K for city attorney and legal services.

The recommended amendment to the BB&K contract effectively designates Ethan Walsh as the City Attorney on a going-forward basis. Mr. Walsh has over 20 years of public agency legal experience in California. Most recently, Mr. Walsh has served as the City Attorney for the City of Winters and Assistant City Attorney for St. Helena. All other terms and conditions of the Agreement continue in full force and effect.

Prepared by: Ken Hiatt, City Manager

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Reso_ Approving Second Amendment to Legal Services Agreement-c1-c1
2. Second Amendment to BB&K Legal Services Agreement-c1
3. Amendment & Legal Services Agreement-c1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING THE SECOND AMENDMENT TO THE
AGREEMENT WITH BEST BEST AND KRIEGER LLP TO PROVIDE
LEGAL SERVICES TO THE CITY OF WOODLAND**

WHEREAS, Best Best and Krieger LLP (BB&K) has served as the City Attorney and provided legal services to the City of Woodland since September 1, 2008 pursuant to a legal services agreement (“Agreement”); and

WHEREAS, the City Council approved the First Amendment to the Agreement on May 8th, 2013 amending the agreement to replace “Kara K. Ueda for “Andrew J. Morris” and to state Kara K. Ueda of BB&K to be the individual designated as City Attorney and responsible for the performance of services under the Agreement and supervision of services performed by other members of BB&K; and

WHEREAS, Kara K. Ueda was recently appointed by Governor Newsom to serve as a superior court judge in the County of Sacramento.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland hereby approves the Second Amendment to the Legal Services Agreement with between the City of Woodland and Best Best & Krieger replacing “Ethan Walsh” for “Kara K. Ueda” and to designate Ethan Walsh of BB&K as City Attorney.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of September, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Attachment: Second Amendment to Agreement to Provide Legal Services to the City of Woodland

**SECOND AMENDMENT TO AGREEMENT TO PROVIDE LEGAL SERVICES
TO THE CITY OF WOODLAND**

This Second Amendment to Agreement to Provide Legal Services to the City of Woodland (“Second Amendment”) is made this 16th day of September, 2020, by and between the City of Woodland, a California municipal corporation (“City”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

Section 1. The first sentence of the second paragraph of Section 2 of the Agreement shall be amended to replace “Ethan Walsh” for “Kara K. Ueda” and to state, “Ethan Walsh of BB&K shall be the individual designated as City Attorney and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K.”

Section 2. Except as expressly amended in Section 1 above, all other terms and provisions of the Agreement shall continue on in full force and effect.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

CITY OF WOODLAND

BEST BEST & KRIEGER LLP

By: _____
Ken Hiatt, City Manager

By: _____
Nancy Park, Office Managing Partner

Attest:

By: _____
Ana B. Gonzalez, City Clerk

**FIRST AMENDMENT TO AGREEMENT TO PROVIDE
LEGAL SERVICES TO THE CITY OF WOODLAND**

This First Amendment to Agreement to Provide Legal Services to the City of Woodland ("First Amendment") is made as of the 8th day of May, 2013, by and between the City of Woodland, a California municipal corporation ("City") and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K").

Section 1. The first sentence of the second paragraph of Section 2 of the Agreement shall be amended to replace "Kara K. Ueda" for "Andrew J. Morris" and to state, "Kara K. Ueda of BB&K shall be the individual designated as City Attorney and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K."

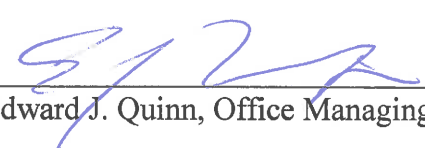
Section 2. Except as expressly amended in Section 1 above, all other terms and provisions of the Agreement shall continue on in full force and effect.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

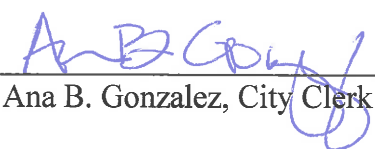
CITY OF WOODLAND

BEST BEST & KRIEGER LLP

By: 
Paul Navazio, City Manager

By: 
Edward J. Quinn, Office Managing Partner

Attest:

By: 
Ana B. Gonzalez, City Clerk

AGREEMENT TO PROVIDE LEGAL SERVICES TO THE CITY OF WOODLAND

This Agreement to Provide Legal Services to the City of Woodland "Agreement" is made as of the 2nd day of September, 2008, by and between the City of Woodland, a California municipal corporation ("City"), and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K"). The City wishes to engage the services of BB&K as City Attorney on the terms set forth below.

1. TERM.

The term of this Agreement shall commence on September 1, 2008, and shall continue in full force and effect until terminated in accordance with Section 10 herein.

2. SCOPE OF SERVICES.

BB&K shall serve as City Attorney and shall perform legal services as may be required from time to time by the City and its officers as set forth by this Agreement ("Services"). As part of the Services to be performed hereunder, BB&K shall be responsible for the preparation and attendance at all regular, adjourned regular and special City Council meetings; Planning Commission and/or other board, commission or committee meetings as necessary; and weekly attendance at City staff meetings, if required. BB&K shall also be responsible for the preparation or review of all City ordinances and resolutions, together with such agreements, deeds and other legal documents as requested by the City. Further, BB&K shall render to officers and employees of the City legal advice and opinions on all matters affecting the City, the City Council, the City Planning Commission, and the City departments, boards, commissions or committees, as directed by the City Council and the City Manager.

Andrew J. Morris of BB&K, shall be the individual designated as City Attorney and shall be responsible for the performance of services under this Agreement and the supervision of services performed by other members of BB&K. No change in this assignment shall be made without the consent of the City.

3. GENERAL COUNSEL SERVICES AND COMPENSATION.

BB&K shall receive compensation for all legal services rendered by attorneys under this Agreement at the rates set forth below, with the exception of bond counsel and third party reimbursable services, as follows:

\$185 per hour blended for attorneys
\$116 per hour for clerks
\$100 per hour for paralegals

Rates will be annually adjusted by the lesser of CPI or increases provided to City personnel.

4. SPECIAL COUNSEL SERVICES AND COMPENSATION.

Special counsel legal services will be provided in addition to, and billed separately from, the City Attorney services. Special services, such as litigation, complex real estate transactions, complex environmental, water, eminent domain, and labor and employment services (to the extent needed and as requested by the City), will be provided at the hourly rates listed below.

Partner	\$235/hr
Of Counsel	\$225/hr
Associate	\$205/hr
Paralegal/Clerk	\$130/hr

Rates would be adjusted annually pursuant to the CPI.

Fees for bond counsel services in connection with the financing of public facilities shall be contingent and based on the size of the issue. Unless otherwise agreed in writing by City, BB&K shall be compensated for such services solely from the proceeds of the sale of the bonds, certificates of participation or other obligations issued. All legal services provided to City for which City receives reimbursement from a developer or other third party, as determined according to the mutual agreement of City and BB&K on a case-by-case basis, shall be billed at BB&K's then current standard private client rates.

5. REIMBURSEMENT OF COSTS

BB&K shall receive reimbursement of costs advanced by BB&K on behalf of City, as well as other expenses, in addition to fees for services. Such reimbursable costs include, but are not limited to, automobile mileage (limited to travel to and from the Sacramento office) at the current IRS rate per mile, actual expenses away from the Sacramento office on City business, extraordinary photocopy charges at 15¢ per page, and any costs of producing or reproducing photographs, documents, and other items necessary for legal representation. BB&K shall not charge separately for secretarial, administrative or other "overhead" charges.

6. BILLING

BB&K shall submit to the City a monthly statement of account for all services and costs. The City shall review BB&K's monthly statements and pay BB&K for all Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

7. INCREASES TO COMPENSATION.

BB&K or the City Council may initiate consideration of a rate increase for legal services. Such rate increase may be approved by the City Council in its sole and absolute discretion.

8. COOPERATION WITH CITY COUNCIL AND CITY MANAGER.

BB&K shall work cooperatively with the City Council and City Manager and keep them informed on all matters of importance as they arise.

9. INSURANCE COVERAGE.

BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductibility amount, this insurance provides coverage which exceeds the amount required by the State of California.

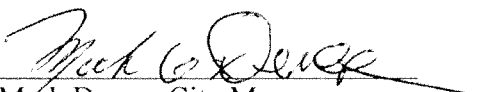
10. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

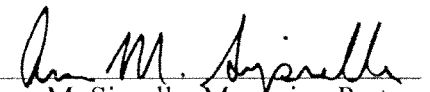
This Agreement may be terminated at any time upon thirty (30) days written notice from either Party, with or without cause. In the event of such termination, BB&K shall be paid for all services (and reimbursable expenses) authorized by the City and performed up through and including the effective date of termination.

IN WITNESS WHEREOF, the City and BB&K have executed this Agreement as of the date first written above.

CITY OF WOODLAND

BEST BEST & KRIEGER LLP

By: 
Mark Deven, City Manager

By: 
Ann M. Siprelle, Managing Partner

Attest:

By: 
Sue Vannucci, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.6
SUBJECT: Conflict of Interest Code Amendments

Recommendation for Action: Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interest Code and report to Council should changes be necessary to the adopted Code.

Staff Contact:

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

Report in Brief:

The law states that each even-numbered year the City Council shall direct the City Clerk to assess the need to amend the City's Conflict of Interest Code. Changes are not required more frequently than this legal requirement. However, it is prudent to add, remove, or adjust positions within the City more often than the two year period.

Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interests Code and report to Council should changes to the adopted Code be necessary.

Background:

The Fair Political Practices Commission requires local government agencies to review the Conflict of Interest Code biennially to determine whether the Code is accurate or is in need of revision. The responsibility for such review falls upon the office of the City Clerk. Council must, as per the law, direct the City Clerk to perform such review. If amendments to the Code are necessary, an amended Conflict of Interest Code will be submitted to Council for approval by December 30, 2020. The recommended action so directs the City Clerk to conduct such review.

Prepared By: Ana B. Gonzalez, City Clerk

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Local_Agency_Biennial_Notice_completed

2020 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.7
SUBJECT: Replacement Vehicles for Storm Drain Maintenance

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of two replacement vehicles for Storm Drain Maintenance:

1. A new Closed-Circuit Television (CCTV) Van from Municipal Maintenance Equipment for a total purchasing price of \$353,774.44.
2. A new Compact Track Loader with Mower attachment from Holt of California for a total purchase price of \$76,039.92.

Staff Contact:

Troy Thompson, Fleet & Facilities Manager, (530) 661-5956, troy.thompson@cityofwoodland.org

Fiscal Impact:

The City Council previously approved the two vehicle replacements funding from the Vehicle Replacement Fund (012) in the FY 2020/21 Budget.

Background:

The Utilities Division underwent an extensive selection process for both the CCTV Van and the Compact Loader to determine the right equipment to suit their operational needs. Once the specifications were finalized, staff obtained proposals under two different contracting cooperatives: Houston-Galveston Area Council (H-GAC) and Sourcewell. Cooperative purchasing is a method of pooling bidding efforts on behalf of public agencies to meet or exceed the public agencies' purchasing requirements.

Public Works staff obtained a proposal from Municipal Maintenance Equipment for the Rausch Electronics Mainline & Lateral Launch CCTV Van under Houston-Galveston Contract #SC01-18 for \$353,774.44 to replace CCTV Van #641. Staff also obtained a proposal from Holt of California for the Caterpillar model 259D3 Compact Track Loader under Sourcewell Contract #032119-CAT for \$76,039.92 to replace Tractor #636.

Discussion:

Although City Council adopted the budget to replace these vehicles, the purchases themselves require a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies, and equipment purchases greater than \$50,000 must be awarded by the City Council. Fleet Services will create purchase orders for each vehicle purchase upon Council approval. The vendor will place the vehicles on order once the purchase orders are received from the City. The new CCTV Van and Compact Track Loader will be delivered approximately 1 - 5 months from order of vehicles.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of two replacement vehicles for Storm Drain Maintenance:

1. A new Closed-Circuit Television (CCTV) Van from Municipal Maintenance Equipment for a

total purchasing price of \$353,774.44.

2. A new Compact Track Loader with Mower attachment from Holt of California for a total purchase price of \$76,039.92.

Prepared By: Troy Thompson, Fleet & Facilities Manager

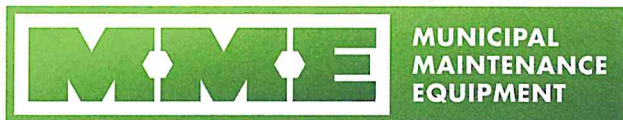
Reviewed By: Craig Locke, Public Works Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized, flowing script.

Ken Hiatt
City Manager

Attachments:

1. MME CCTV Proposal
2. HGAC Contract Rausch Electronics USA
3. HGAC Contract Assignment Agreement
4. CAT 259D3 Proposal
5. Sourcewell Acceptance and Award-CAT 032119
6. Resolution for CCTV Van and Compact Track Loader



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

August 26, 2020

City of Woodland
655 N. Pioneer Avenue
Woodland, CA 95776

Tel: 530-383-3728
Jeremy.Cox@cityofwoodland.org
eric.medrano@cityofwoodland.org
troy.thompson@cityofwoodland.org

Attention: Jeremy Cox
Cc: Eric Medrano and Troy Thompson

We are pleased to provide the enclosed contract pricing sheets off the H-GAC, Houston-Galveston Area Council Contract No. SC01-18 (www.hgacbuy.com), for the Rausch Electronics USA, LLC Mainline & Lateral Launch CCTV System mounted in a new high cube van for your review.

Summary:	Complete Unit per attached H-GAC price sheet	
	Price F.O.B. Shipping Point	\$335,245.50
	Credit for POSM Pro Software not included	- 10,800.00
	Sub-Total	\$321,445.50
	8.0% Estimated Sales Tax (Less training)	25,715.64
	Sub-Total	\$347,161.14
	Manufacturer Prep	1,107.00
	Freight/Delivery	5,000.00
	HGAC Fee	506.30
	Total	\$353,774.44

- **City's Purchase Order to be prepared and sent directly to the H-GAC Contract Holder:**
Rausch Electronics USA, LLC 1686 Opportunity Avenue, Chambersburg, PA 17201
Tel: 717-709-1005 Fax: 713-993-448 Email: sales@rauschusa.com
- Municipal Maintenance Equipment, Inc. is the local Rausch dealer and will provide on-site training, warranty support, and future service for the Rausch USA products.
- Delivery 120-150 Days A.R.O., depending on chassis availability at time of order.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per HGAC Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

SC01-18

Date
Prepared: 8/3/2020

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents
MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Woodland	Contractor:	Municipal Maintenance Equipment
Contact Person:	Alex Truitt	Prepared By:	Pedro Diaz
Phone:		Phone:	717-709-1005
Fax:		Fax:	
Email:	alex.truitt@cityofwoodland.org	Email:	pdiaz@rauschusa.com

Product Code:	G044	Description:	Truck/Van Mainlin & Lateral Launcher Install, 6-60" pipe - 020-6913
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 25

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1 - G044 - Truck/Van mainline & lateral launcher installation, 6"-60" mainline pipe diameter, 3"-8" lateral pipe diameter, generator/inverter, EcoStar PCU, KS 135 mainline camera, KS60 lateral launch camera and lateral modules, data display system, reporting software, ELKA600 main cable reel assembly with 1000' cable, lateral cable reel with a total of 550' cable length, up to 150' launch cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance, tool, troubleshoot, and accessory kits.	224,123.50	1 - H072 - UPG-OP2 - Upgrade from EcoStar control unit to Proline; includes factory installation.	16,749
111188 - Additional Illumination, KS135 20 Degree	1,324	Four (4) sets of keys for the Ford Transit Diesel	0
110873 - Height Extension, L135	1,836		
110846 - Stone Wheel, 8", Set of 4, L135, Stackable	784		
HG9427 - Stone Wheel, 10", Set of 4, L135, Stackable	892		
111181 - Aggressive Wheel, 6", Set of 4, L135	920		
111180 - Aggressive Wheel, 8", Set of 4, L135	992		
G037 - RT-BT - Ford or Chevy Gasoline High-Cube Box Van, E450,	46,080		
Current model year Truck, Ford transit Diesel upcharge	4,260		
2 - TRAINING - On-Site, Per Day. Two days total	0		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	297960.5

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1 - Upgrade to max lateral cable drum length to 550FT	2006		
110992 - Cable Assy, Push Cable Black 9mmw/Spring Crimp Connector 45m-12 Pol	2441		
111120A - Crawler, L100 Cross with wheels and accessories from 4" pipe diameter for KS60 DB Camera	14,703		
1 - EW1203 cable Upgrade to 1,700ft	8,899		
(2) - 111488 - SAT42 Camera	6,211		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	34260

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 11%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	332245.5	=	Subtotal D:	332245.5
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Manufacturer Prep	1,107	Credit - POSM Software	-10800
Freight/Delivery	5000		
HGAC Fee	506.3		
CA Taxes 8%	25,715.64		
		Subtotal E:	21528.94

Delivery Date:		F. Total Purchase Price (D+E):	353774.44
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A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
RAUSCH ELECTRONICS USA
Chambersburg, Pennsylvania

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Rausch Electronics USA**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 4757 Innovation Way, Chambersburg, Pennsylvania 17201.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of January 1, 2018, and to continue through December 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SC01-18, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:SC01-18, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However, this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only

effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or

not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/**

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:


Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:


Director

Date: 1-24, 2018

Signed for **Rausch Electronics USA**
Chambersburg, Pennsylvania:

Printed Name & Title: Guy Leslie - Sales Manager

Date: 12 19, 2017

Attest for **Rausch Electronics USA**
Chambersburg, Pennsylvania:

Printed Name & Title: GREGORY HALL - PRESIDENT

Date: Dec 19, 2017

Attachment A
Raush Electronics USA
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous
Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

H-GAC Product Code	Description	Base Offered
--------------------------	-------------	-----------------

Rausch

E. Standard Portable Sewer Inspection Systems

E049	MOBILE pro portable inspection system, 6-24" pipe, cable reel with 1000ft main cable, C135 transporter, KS135C pan & tilt camera, PCU, operating station with 2 multi-functional joysticks and 12" monitor; on-screen distance counter. Optional: C100 tractor with KS60DB camera, 4-20" pipe; Laptop with inspection software.	\$78,500.00
E050	MC15 Push System, 1.2"-5", 18mm camera, 100ft cable, 512Hz sonde, 5.6" monitor with remote control, on screen distance counter.	\$7,800.00
E051	MC30Push System, 2MC15 Portable Push System, 1.2"-5", 18mm camera, 100ft cable, 512Hz sonde, 5.6" monitor with remote control, on screen distance counter. 2"-8", 29mm self leveling camera, 100ft cable, 512 Hz sonde, 5.6" monitor with remote control, on screen distance counter.	\$9,500.00
E052	MC50 Push System, 3"-16", 55mm self leveling camera, 160ft push cable standard, 512Hz sonde, 8.4" sunlight readable monitor, on screen distance counter, brush- and roller skids.	\$10,800.00
E053	MC30 Duo Push System, 0.6"-8", Dual Reel System, Outer reel 29mm self-leveling camera, 100ft cable, 512Hz sonde. Inner reel 13mm color camera, 50ft flexible cable, 512Hz sonde.	\$12,800.00
E054	MC50 Duo Push System, 2"-16", Dual Reel System, Outer reel 55mm self leveling camera, 160ft cable standard, 512Hz sonde. Inner reel 29mm self leveling camera, 65ft cable, 512Hz sonde, brush- and roller skids.	\$16,000.00
E055	MC360 Pan & Tilt Push System, 3"-16", electronic zoom, infinite rotation, auto focus, 200ft cable, 8.4" sunlight readable monitor and keyboard, 2 skids. 512Hz or 33KHz sonde included. Battery lasts for 4 hour operation, 90psi pressure tight. Video, picture and audio recording on SD card.	\$20,750.00

G. Sewer Inspection Vans

G037	RT-BT - Ford or Chevy Gasoline High-Cube Box Van, E450, with 14 to 16ft box, barn or roll-up rear door, no side door (Note- not valid in Texas)	\$48,060.00
G038	RT-T - Carmate Trailer, dual torsion axles, electric brakes, 12' x 7 (Note- not valid in Texas)	\$6,005.00
G039	RT-VAN - Diesel 3500 Mercedes Sprinter, WB 170" (Note-not valid in Texas)	\$49,280.00

G040	Trailer mainline installation, 6"-24" pipe, 4.3Kw gasoline generator tongue-mounted, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, Quadtro300 cable reel assembly with 1000' cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance & tool kit.	\$147,852.00
G041	Truck/Van mainline installation, 6"-24" pipe, generator/inverter, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, Quadtro300 cable reel assembly with 1000' cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance & tool kit.	\$154,698.00
G042	Truck/Van mainline installation, 6"-30" pipe, generator/inverter, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, ELKA600 cable reel assembly with 1300' cable; L135 steerable transporter with electric lift, rearview camera and inclination, maintenance & tool kits.	\$168,719.00
G043	Truck/Van mainline installation, 6"-72" pipe, generator/inverter, KS135 mainline camera, Proline digital control unit, color monitor, data display system, PC and reporting software, ELKA600 cable reel assembly with 1300' cable; L135 transporter with electric lift, rearview camera and inclination; complete maintenance, tool, troubleshoot, and accessory kits, Lafette-tractor.	\$201,455.00
G044	Truck/Van mainline & lateral launcher installation, 6"-60" mainline pipe diameter, 3"-8" lateral pipe diameter, generator/inverter, EcoStar PCU, KS135 mainline camera, KS60 lateral launch camera and lateral modules, data display system, reporting software, ELKA600 main cable reel assembly with 1000' cable, lateral cable reel with a total of 550' cable length, up to 150' launch cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance, tool, troubleshoot, and accessory kits.	\$224,123.50
G045	Truck/Van "Pure View" installation for 8"-24" pipe diameter; 3-D mainline inspection system; Eco Star control unit; L135 steerable transporter with electric lift, rearview camera and inclination; Pure View camera; ELKA600 with 1,000ft cable; computer with software; generator/inverter; control station; full package installation.	\$187,900.00
H. Miscellaneous Sewer Equipment		
H066	MOD-OP1 - Module "KAMPAC"; Pressure Testing system for Joints, 8"-12" pipe diameter, consisting of 500ft cable reel with integrated air hose, system control unit, individual packer assemblies for 8, 10 and 12 inch pipe diameter, software package, factory system integration, spare parts kit, 2 days customer training.	\$64,500.00
H067	MOD-OP2 - Module "LL150"; Lateral Launch System, 3 to 10 inch lateral pipe diameter, consisting of QuadtroSAT cable reel with 450ft camera cable connected to 100ft lateral launch cable, modules SKM, PM, ZKM and KS60 pan & tilt lateral camera, MC SAT40 lateral camera with upright picture, software package, factory system integration, spare parts kit, 2 days customer training.	\$67,750.00
H068	MOD-OP3 - Module "L100cross/KS60"; Mini Camera/Tractor Mainline System, 4 to 12 inch pipe diameter, consisting of steerable L100cross transporter with manual height adjustment, KS60 pan & tilt camera, tire sets, spare parts kit, transportation/shipping case.	\$33,910.00
H069	MOD-OP4 - Module "QuickLock"; mainline point repair system for 8 to 12 inch pipe diameter, consisting of 8-12 inch installation packer, adapter to Rausch L135 transporter, QuickLock accessory package, 300ft manual air hose reel with pressure regulator and valve, 5 complete sleeves for 12 inch diameter, 2 days customer training.	\$14,212.00
H070	MOD-OP5 - Module "Pure View"; 3-D mainline inspection system for 8"-24" inch pipe diameter, consisting of Pure View camera, software package, 2 days customer training.	\$53,000.00

H071	UPG-OP1 - Upgrade from Quadtro300 cable reel with 1,000ft cable to ELKA600 cable reel with 1,300ft cable; includes factory installation, rack-mount with slide and drawer.	\$18,671.00
H072	UPG-OP2 - Upgrade from EcoStar control unit to Proline; includes factory installation.	\$16,749.00
H073	UPG-OP3 - Upgrade/conversion of mainline camera KS135 to KS135Scan mainline, laser profiling and crack measurement system; includes factory hardware changes, software package, 2 day training.	\$13,702.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Rausch Electronics USA (Contractor)** and **Municipal Maintenance Equipment, Inc., (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **SC01-18**, with **H-GAC** for the sale of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**:

DocuSigned by:

Jack Steele

Jack Steele, Executive Director
3/22/2018

Date

Signed for **Rausch Electronics USA**

Chambersburg, Pennsylvania:

[Signature]
(Signature of Contractor)

Date: 2/5/18

Guy Leslie, National Sales Manager

Printed Name & Title

Signed for **Municipal Maintenance Equipment, Inc.**

Sacramento, California:

Nancy Steffan
(Signature of Assignee)

Date: 2/6/18

Nancy Steffan, Inside Sales Manager

Printed Name & Title

Information Sheet

Assignee:

Municipal Maintenance Equipment, Inc.

Contact Person:

Name: Nancy Steffan

Title: Inside Sales Manager

TEL: 916-922-1101

EMAIL: nsteffan@source-mme.com

Address:

4634 Mayhew Road
Sacramento, CA 95827

Territory:

California

Nevada



August 20, 2020

**CITY OF WOODLAND FINANCE
DEPARTMENT**

Account # 6370500
FINANCE DEPARTMENT
300 FIRST STREET
WOODLAND, California 95695
Attention: Eric Medrano

New Caterpillar Model: 259D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M22142 SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
512-4259	259D3 COMPACT TRACK LOADER	264-9400	BRUSHCUTTER, BR172, 72"
588-9122	CAB PACKAGE, ULTRA	219-7706	AUGER, A41, SSL
348-9634	TRACK, RUBBER, 400MM (15.7IN) BLCK	153-4089	BIT, AUGER 24"
279-5373	BUCKET-GP, 74", BOCE	448-5690	BROOM, PICKUP, BP118C

WARRANTY INFORMATION

Standard Warranty: 24 months / 2,000 hours
CSA Dry Parts Kit - 24 MO/1000 HR

SELL PRICE	\$99,833.83
SOURCEWELL CONTRACT #032119-CAT	(\$19,337.18)
ADDITIONAL HOLT OF CA DISCOUNT	(\$10,089.32)
NET BALANCE DUE	\$70,407.33
SALES TAX (8%)	\$5,632.59
CSA	Included
AFTER TAX BALANCE	\$76,039.92

F.O.B/TERMS: EMD - PLEASANT GROVE 7518

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____
(Please Print)

Date, _____

Signature _____

Sincerely,
Collin Turk
Territory Manager
Holt of California
Earth Moving Division
cturk@holtca.com
9163359357

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE PURCHASE OF TWO REPLACEMENT VEHICLES FOR STORM
DRAIN MAINTENANCE**

WHEREAS, the purchases will be funded from the Vehicle Replacement Fund (012) that was already approved by the City Council in the FY 2020/21 budget; and

WHEREAS, the City Staff obtained a proposal from Municipal Maintenance Equipment in the amount of \$353,774.44 for a new Rausch Electronic Mainline & Lateral Launch Closed-Circuit Television (CCTV) Van to replace vehicle #641; and

WHEREAS, the City Staff also obtained a proposal from Holt of California in the amount of \$76,039.92 for a new Caterpillar model 259D3 Compact Track Loader with Mower attachment to replace vehicle #636; and

WHEREAS, the purchases will be made from Houston-Galveston Contract #SC01-18 for the CCTV Van and Sourcewell Contract #032119-CAT for the Compact Track Loader, which satisfies the City's Purchasing policy requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: That City Council hereby authorizes the purchase of two (2) replacement vehicles for Storm Drain Maintenance:

SECTION 1. The purchase of a new CCTV van from Municipal Maintenance Equipment for a total purchasing price of \$353,774.44; and

SECTION 2. The purchase of a new Compact Track Loader with Mower attachment from Holt of California for a total purchase price of \$76,039.92.

PASSED AND ADOPTED by the City Council on this 15th day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.8
SUBJECT: FY21 OTS STEP Grant Award Acceptance

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to accept the FY2020/21 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$61,500 and authorizing an appropriation of \$61,500 in OTS STEP Grant funding to the State Grants Fund (325).

Staff Contact: Lt. Tom Davis, 530-661-7880

Council Goal:

This recommendation is consistent with the City's goal of 1) maintaining Woodland's quality of life by ensuring the highest level of public safety by conducting effective traffic enforcement operations; and 2) fiscal responsibility by pursuing supplemental sources of funding for special operations and equipment through grants.

Fiscal Impact:

The OTS STEP grant will reimburse personnel costs (total estimated at \$51,144) associated with the identified traffic enforcement operations and the purchase of a Mobile Electronic Traffic Speed Radar Trailer for \$10,356. There is no funding match required from the City.

Background

The goal of the Selective Traffic Enforcement Program through the California Office of Traffic Safety is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. To attain this goal, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, Distracted Driving saturations, primary collision factor enforcement operations, and bicycle and pedestrian enforcement operations, a "HOT Sheet" program, educational presentations, and personnel training. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging bicycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Woodland continues to see a rise in traffic related issues, including serious moving violations, driving under the influence incidents, and bicycle/pedestrian accidents. Current General Fund dollars are insufficient to fund the staffing and equipment needs of the Department to address these traffic related issues. This grant provides a 100% reimbursement to the costs associated with staffing and equipment and would provide the Police Department with funds to focus on operations specifically tailored to address serious moving violations, driving under the influence, and bicycle/pedestrian safety. Specifically, the grant will allow the Department to purchase a mobile, electronic, displayed radar trailer to remind drivers of their speed and to slow down.

To complement the enforcement efforts associated with the STEP grant, the Police Department and Engineering staff continue to work together on citywide, and neighborhood speed management. Included is an

identification of opportunities to improve coordination between workgroups to share information efficiently on complaints received by the two departments. We have coordinated on the utilization of volunteers to monitor and show presence in neighborhoods where speed complaints are common, and have been performing concentrated enforcement in areas identified as priorities between the two work groups.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Chief to accept the FY2020/21 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$61,500 and authorizing an appropriation of \$61,500 in OTS STEP Grant funding to the State Grants Fund (325).

Prepared by: Lt. Tom Davis, Community Relations

Reviewed by: Elle Murphy, Senior Management Analyst

Anthony Cucchi, Deputy Chief

Approved by: Derrek Kaff, Police Chief

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution - FY21 OTS STEP Grant 2020-09-15

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1)
AUTHORIZING THE POLICE CHIEF TO ACCEPT THE FY2020/21 OFFICE OF
TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)
IN THE AMOUNT OF \$61,500, AND (2) AUTHORIZE AN APPROPRIATION OF
\$61,500 IN OTS STEP FUNDING TO THE STATE GRANTS FUND (325)**

WHEREAS, the 2021 Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety is designed to advance traffic safety by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide.; and

WHEREAS, the STEP grant will provide 100 percent reimbursement of the personnel and equipment costs for the grant period; and

WHEREAS, the Police Department was successfully awarded \$61,500 in total reimbursement for personnel and equipment costs as requested in the grant application; and

WHEREAS, the Police Department will complete all programs, operations, and trainings over the grant period.

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

SECTION 1. That the City Council hereby authorizes the Police Chief to accept the FY19 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$61,500 and

SECTION 2. That the City Council hereby authorizes an appropriation of \$61,500 in OTS STEP Grant funding to the State Grants fund (325).

PASSED AND ADOPTED by the City Council this 15th day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, 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: September 15, 2020
ITEM #: F.9
SUBJECT: SUBJECT: Approve Sports Park Drive Pedestrian Overcrossing Project,
CIP 17-22 Cooperative Agreement

Recommendation for Action: Staff recommends that the Council approve Resolution No. _____, approving the Cooperative Agreement with State of California Department of Transportation (Caltrans), and authorizing the City Manager to sign the Agreement on behalf of the City.

Staff Contact

Sara Andreotti, Engineering Assistant – (530) 661-5951, sara.andreotti@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes \$5,110,000 in funding for the Sports Park Drive Pedestrian Overcrossing project consisting of \$3,660,000 in funding identified from Capital Projects (Fund 501) and \$1,450,000 in funding from Southeast Area Infrastructure funds (Fund 593). The agreement stipulates the assignment of responsibilities between the City and Caltrans. There are no additional financial obligations to Caltrans.

Background

The complete project consists of the design and construction of a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road.

The overcrossing will combine with Spring Lake bike way infrastructure to complete a bicycle/pedestrian connection along the south side of town from CR 102 to East Street. There are long range plans to further extend the pathway from East Street to Ashley Avenue creating a continuous bike system across town which will enable residents to access the existing north/south bike lane corridors throughout the entire City. This project is a critical link in that plan as it creates a non-motorized crossing of SR113 and creates direct access to and from both sides of town over the highway.

Part of the project is located within the State of California right of way and work within the State's right of way will need to be completed under an encroachment permit.

Discussion

The City entered a contract with Mark Thomas, the top rated consultant from a Quality Based Selection, specifically for the Sports Park Drive project design in November of 2017.

The Sports Park Drive Pedestrian Overcrossing Project improvements will span across the State of California right of way and will require an encroachment permit for construction. Additionally, Caltrans will participate on the bridge type selection during the design phase of the project. The project also requires a Cooperative Work Agreement with the state to ensure the project meets Caltrans Project Delivery Quality Management Processes. The agreement will also give Caltrans some additional oversight on certain project aspects and assign responsibilities for each project component between the City and Caltrans. Execution of the agreement is required to move forward with aspects of the project that require Caltrans approval, including the

environmental document, encroachment permit, and authorization to proceed with construction on the State Right of Way.

Staff anticipates approval of the environmental documents soon after the execution of the Cooperative Agreement, finalizing the project design in early 2021 with an anticipated construction start date in summer 2021.

Conclusion

Staff recommends that the Council approve Resolution No. _____, approving the Cooperative Agreement with State of California Department of Transportation (Caltrans), and authorizing the City Manager to sign the Agreement on behalf of the City.

Prepared by: Sara Andreotti, Engineering Assistant

Reviewed by: Brent Meyer, Acting Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Cooperative Agreement 03-0733

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A COOPERATIVE AGREEMENT WITH THE STATE
DEPARTMENT OF TRANSPORTATION (CALTRANS)**

WHEREAS, the Sports Park Pedestrian Overcrossing Project, CIP 17-22 is fully funded in the Capital Budget; and

WHEREAS, the Pedestrian Overcrossing will extend across the State Department of Transportation right-of-way, and

WHEREAS, The State requires a cooperative agreement between the State Department of Transportation and the City of Woodland to construct the project, and

WHEREAS, the City of Woodland wishes to approve the cooperative agreement with the State Department of Transportation.

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

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

PASSED AND ADOPTED this 15th day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

COOPERATIVE AGREEMENT COVER SHEET

Work Description

PA&ED, PS&E, R/W AND CONSTRUCTION COMPONENT WORK FOR THE CONSTRUCTION OF A BIKE/PEDESTRIAN OVERCROSSING THAT WILL CONNECT SPORTS PARK DRIVE ON THE WEST SIDE OF STATE ROUTE 113 TO HARRY LORENZO AVENUE ON THE EAST SIDE OF STATE ROUTE 113

Contact Information

CALTRANS

Christopher Ladeas, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (530) 741-5127

Mobile Phone: (530) 701-1305

Email: christoper.ladeas@dot.ca.gov

CITY OF WOODLAND

Sara Andreotti, Engineering Assistant

300 First Street

Woodland, CA 95695

Office Phone: (530) 661-5951

Email: sara.andreotti@cityofwoodland.org

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Woodland, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, the construction of a bike/pedestrian overcrossing that will connect Sports Park Drive on the west side of State Route 113 to Harry Lorenzo Avenue on the east side of State Route 113 will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the Design Engineering Evaluation Report.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT-OF-WAY IMPLEMENTING AGENCY

RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT-OF-WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' QMA efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's QMP. QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
19. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

20. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA Lead Agency

21. CITY is the CEQA Lead Agency for the PROJECT.
22. CALTRANS is a CEQA Responsible Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

23. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.
24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
25. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Yolo HCP/NCCP

Project Approval and Environmental Document (PA&ED)

26. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
27. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management

28. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

29. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
30. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
31. CALTRANS is a CEQA Responsible Agency for the PROJECT and will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
32. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
33. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
34. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
35. The CEQA Lead Agency will attend all CEQA-related public meetings.

36. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

37. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
38. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
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100.15.10.xx Quality Management

39. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

40. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

41. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

42. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

43. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
44. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
45. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
46. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
47. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

48. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

49. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

50. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
51. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
52. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

53. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

54. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

55. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreement required for the WORK are executed.
56. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
57. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
58. CALTRANS will not issue an encroachment permit to CITY's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
59. The CONSTRUCTION QMP will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection QMP is subject to review and approval by the State Materials Engineer.

60. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
61. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
62. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
63. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
64. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
65. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
 - Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.
66. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

67. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

68. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a flash drive and in accordance with CALTRANS’ then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

69. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

70. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users' Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Qualifications

71. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

72. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

73. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
74. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

75. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

76. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

77. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

78. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

79. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
80. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

81. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

82. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

83. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

84. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
85. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
86. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
87. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
88. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

89. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

90. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

91. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

92. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

93. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

94. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

95. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

96. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
97. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

98. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
99. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

100. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

101. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

102. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

103. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

104. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

105. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Kris Balaji
Deputy District Director
Program / Project and Asset Management

Verification of funds and authority:

Varinder K. Gurcha
District Project Control Officer

CITY OF WOODLAND

Ken Hiatt
City Manager

Attest:

Ana Gonzalez
City Clerk

Approved as to form and procedure:

Ethan Walsh
City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third-party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0733 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0733 except survival articles. All survival articles in agreement 03-0733 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Deputy District Director
Program / Project and Asset Management

Date: _____

CITY OF WOODLAND

City Manager

Date: _____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.10
SUBJECT: FEMA Assistance to Firefighters Grant (AFG) COVID-19 Supplemental

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$26,695 to the Other Federal Grants Fund (330) for the purchase of COVID-19 Personal Protective Equipment (PPE) and related supplies as awarded under the FEMA Assistance to Firefighters Grant- COVID-19 Supplemental.

Staff Contact:

Eric Zane, Fire Chief- (530) 661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:

The AFG award reimburses 90% of equipment costs, requiring a 10% recipient match. The City of Woodland would be responsible for the initial purchase, not to exceed \$26,694.96, as the host agency for both the City of Woodland and the UC Davis Fire Department. Of this, 90% will be reimbursed by FEMA, and the UC Davis Fire Department will then be required to make a 10% match for their share of the equipment as outlined by the MOU and required by FEMA. Depending on the final distribution of supplies between the two agencies, the City of Woodland's cost share will not exceed \$2,426.81, which will be funded through preexisting discretionary funds within the Fire Department's budget.

Background:

In May of 2020, the Woodland Fire Department applied for the fiscal year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S). This is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG-S Program accomplishes this by providing financial assistance directly to eligible fire departments, non-affiliated emergency medical service (NAEMS) organizations, and State Fire Training Academies (SFTA), for critical personal protective equipment and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency. The AFG-S Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic Homeland Security missions noted in the DHS Quadrennial Homeland Security Review, the AFG-S Program supports the goal to strengthen national preparedness and resilience.

Discussion:

This grant will provide funding for the supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency. Equipment to be purchased with the award includes protective goggles, medical gloves, isolation gowns, surgical type face masks and respirators. These supplies will be split between the Woodland Fire Department and the UC Davis Fire Department per the signed MOU. The City will be reimbursed 90% by FEMA and the UC Davis Fire Department's portion of the 10% match for the PPE as outlined in the MOU.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$26,695 to the Other Federal Grants Fund (330) for the purchase of COVID-19 Personal Protective Equipment (PPE) and related supplies as awarded under the FEMA Assistance to Firefighters Grant- COVID-19 Supplemental.

Prepared by: Erik Komula, Fire Battalion Chief

Reviewed by: Eric Zane, Fire Chief

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long, sweeping horizontal line extending to the right.

Ken Hiatt
City Manager

Attachments:

1. AFG 2020 COVID Council Resolution Award
2. EMW-2020-FG-00156 - Award Package

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING AN APPROPRIATION OF \$26,95 TO THE OTHER FEDERAL
GRANTS FUND (330) FOR THE PURCHASE OF COVID-19 PERSONNEL
PROTECTIVE EQUIPMENT (PPE) AND RELATED SUPPLIES AS AWARDED
UNDER THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT- COVID-19
SUPPLEMENTAL.**

WHEREAS, the primary goal of the Assistance to Firefighters Grant (AFG) COVID-19 Supplemental is to provide funding for the supplies needed to prevent, prepare for, and respond to COVID-19 public health emergency; and

WHEREAS, the Woodland Fire Department is in need of additional personnel protective equipment including protective masks, gowns, gloves and other related items; and

WHEREAS, the Woodland Fire Department was successfully awarded funding under the AFG COVID-19 Supplemental which will reimburse 90% of the cost of the PPE with a 10% City match which will be funded with preexisting discretionary funds within the Fire Department's budget; and

WHEREAS, this collaborative endeavor with UC Davis Fire Department, further serves to continue the ongoing partnership in the region and enhance standardized operations and equipment while also providing the highest level of safety for our firefighters; and

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

SECTION 1. That the City Council hereby authorizes appropriation \$26,695 to the Other Federal Grants Fund (330) for the purchase of COVID-19 Personnel Protective Equipment (PPE) and related supplies as awarded under the FEMA Assistance to Firefighters Grant- COVID-19 Supplemental.

PASSED AND ADOPTED by the City Council this 18TH day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Jeran Ulrich
WOODLAND, CITY OF
1000 LINCOLN AVE
WOODLAND, CA 95695



EMW-2020-FG-00156

Dear Jeran Ulrich,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$24,268.15 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,426.81 for a total approved budget of \$26,694.96. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligor Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: WOODLAND, CITY OF

DUNS number: 785302373

Award number: EMW-2020-FG-00156

Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$26,694.96
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$24,268.15
Non-federal	\$2,426.81
Total	\$26,694.96
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Eye Protection

DESCRIPTION

6 Cases of protective googles. \$1.76 each x 8% tax. 24 googles per case

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	6	\$45.60	\$273.60	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Gloves

DESCRIPTION

104 Cases of medical gloves at \$6.38 per box x 8% tax

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	104	\$6.89	\$716.56	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Isolation Gowns

DESCRIPTION

400 boxes of Disposable gowns at \$20 a box plus 8% tax

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	400	\$21.60	\$8,640.00	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Surgical Type Face Masks

DESCRIPTION

68 cases of surgical masks at \$89 per case plus 8% tax These would be used by first responders on non medical aids and given to each Patient on a medical aid

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	68	\$96.12	\$6,536.16	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Surgical Type Face Masks

DESCRIPTION

68 cases at \$131.00 per case plus 8% tax These are for N95 masks. These masks will be used by first responders

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	68	\$141.48	\$9,620.64	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Respirators

DESCRIPTION

1 case of P100 SCBA filter cartages. 1 case is \$840.95 x 8% tax

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$908.00	\$908.00	Supplies

CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

JUSTIFICATION

Changed Budget Class to Supplies.

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: WOODLAND, CITY OF

DUNS number: 785302373

Award number: EMW-2020-FG-00156

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2020-FG-00156	2. Amendment No. N/A	3. Recipient No. 946000459	4. Type of Action AWARD	5. Control No. WX03218N2020T		
6. Recipient Name and Address WOODLAND, CITY OF 1000 LINCOLN AVE WOODLAND, CA 95695		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jeran Ulrich		9a. Phone No. 530-6615875	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/06/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/13/2020 to 07/12/2021 Budget Period 07/13/2020 to 07/12/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-FC-GB01 - P431-xxxx-4101-D	\$0.00	\$24,268.15	\$24,268.15	\$2,426.81
Totals			\$0.00	\$24,268.15	\$24,268.15	\$2,426.81
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Jeran Ulrich	DATE 07/17/2020
18. FEMA SIGNATORY OFFICAL (Name and Title) Bridget Bean, Assistant Administrator Grant Programs Directorate	DATE 07/06/2020



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: F.11
SUBJECT: Continuation of Emergency Action for Temporary Homeless Shelter and Additional Appropriation for Emergency Shelter Project

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

1.) Determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050; and

2.) Adopt Resolution No. _____, (a) approving an appropriation of \$16,800 from the Affordable Housing In-Lieu Fees Fund (327), which will be transferred to the Homeless Housing Fund (331) for construction of the Emergency Shelter Project and appropriate the same \$16,800 from the Homeless Housing Fund (331) where the expense will be incurred for the project and (b) authorizing the City Manager or designee to make an additional expenditure of \$16,800 to pay sale and use tax associated with the purchase of three commercial modular trailers from AMS Global, Inc. for the Emergency Shelter Project (CIP 20-12).

Staff Contact:

Steve Coyle, Deputy Community Development Director – 530-661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact:

The \$16,800 cost of the sales tax will be funded through the Affordable Housing In-Lieu Fees Fund (327).

Background:

On April 21, 2020, the City Council declared conditions of emergency and authorized the performance of the Emergency Shelter Project without public bidding and determined that the Emergency Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency. The City Council subsequently continued its emergency action at its May 5, 2020; May 19, 2020, June 2, 2020, June 16, 2020, July 7, 2020, July 21, 2020, August 18, 2020, and September 1, 2020 meetings. Staff bid out construction of the Emergency Shelter Project on May 5 to four general contractors and awarded a construction contract to Broward Builders, Inc. on June 16, 2020. On May 15, 2020, staff advertised for the purchase of the commercial modular trailer and the City Council awarded vendor contracts to AMS Global, Inc. (three trailers for restrooms, showers, and laundry) and U.S. Mobile Kitchens (mobile kitchen trailer) on July 7, 2020.

Discussion:

The City Council's emergency action on April 21 was taken in response to the COVID-19 pandemic and the need to take immediate action so that unsheltered homeless people living in the City can have additional indoor shelter options as well as additional health and sanitation resources. Because these conditions persist, there is a need to continue the City Council's emergency action.

In the process of executing a contract with AMS Global, Inc. for the purchase of three commercial modular

trailers to provide restrooms, showers, and laundry for the Emergency Shelter Project, California sales tax was left out of the \$210,000 contract amount. The sales tax rate for Woodland is 8% which results in a cost of \$16,800.

Conclusion:

Staff recommends that the City Council take the following actions.

- 1.) Determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050; and
- 2.) Adopt Resolution No. _____, (a) approving an appropriation of \$16,800 from the Affordable Housing In-Lieu Fees Fund (327), which will be transferred to the Homeless Housing Fund (331) for construction of the Emergency Shelter Project and appropriate the same \$16,800 from the Homeless Housing Fund (331) where the expense will be incurred for the project and (b) authorizing the City Manager or designee to make an additional expenditure of \$16,800 to pay sale and use tax associated with the purchase of three commercial modular trailers from AMS Global, Inc. for the Emergency Shelter Project (CIP 20-12).

Prepared By: Steve Coyle, Deputy Community Development Director

Reviewed By: Evis Morales, Financial Services Manager

Brent Meyer, Acting Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE APPROPRIATION OF ADDITIONAL FUNDS FOR THE
EMERGENCY SHELTER PROJECT, CIP #20-12**

WHEREAS, the City Council on April 21, 2020 declared conditions of emergency and authorized the performance of an emergency shelter project without public bidding and determined that the Emergency Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency;

WHEREAS, the City Council subsequently continued its emergency action at its May 5, 2020, May 19, 2020, June 2, 2020, June 16, 2020, July 7, 2020, July 21, 2020, August 18, 2020, and September 1, 2020 meetings;

WHEREAS, the City received one bid for construction of the Interim Shelter Project after bidding out construction to four general contractors on May 5, 2020 and awarded a construction contract to Broward Builders, Inc. on June 16, 2020;

WHEREAS, the City advertised for the purchase of commercial modular trailers for the Emergency Shelter Project on May 15, 2020 and awarded vendor contracts to AMS Global, Inc. (three trailers for restrooms, showers, and laundry) and U.S. Mobile Kitchens (mobile kitchen trailer) on July 7, 2020 to serve the Shelter's residents and staff; and

WHEREAS, the \$210,000 vendor contract executed with AMS Global, Inc. did not include the required 8% California sales tax charge.

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

Section 1. The City Council hereby approves an appropriation of \$16,800 from the Affordable Housing In-Lieu Fees Fund (327), which will be transferred to the Homeless Housing Fund (331) for construction of the Emergency Shelter Project and appropriate the same \$16,800 from the Homeless Housing Fund (331) where the expense will be incurred for the project and (b) authorizing the City Manager or designee to make an additional expenditure of \$16,800 to pay sale and use tax associated with the purchase of three commercial modular trailers from AMS Global, Inc. for the Emergency Shelter Project (CIP 20-12).

PASSED AND ADOPTED by the City Council this 15th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, 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: September 15, 2020
ITEM #: G.12
SUBJECT: Public Hearing, Adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way Project, and Division of the 128-acre parcel at 1901 East Beamer Street (APN 027-360-010) for the East Beamer Way Project

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

- (1) Hold a public hearing to receive comments from the public on the proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way development;
- (2) Receive an update on the East Beamer Way Permanent Supportive Housing Development;
- (3) Adopt Resolution No. _____ adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way project located at 1901 East Beamer Street (APN 027-360-010);
- (4) Adopt Resolution No. _____ authorizing the division of the existing 128.5-acre City-owned parcel located at 1901 East Beamer Street (APN 027-360-010) into four separate legal parcels and finding that such subdivision does not require a parcel map pursuant to Government Code section 66428(a)(2).

Staff Contact:

Stephen Coyle, Deputy Community Development Director, (530) 661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact:

The approximate costs of \$30,672 for the environmental review analysis and \$3,000 for survey and legal descriptions have been funded through the Partnership HealthPlan grant.

Background:

Responding to City Council direction, City staff continues its efforts begun in late 2018 to move forward with the development of the East Beamer Way campus. The project will include three components: 100-bed emergency shelter for single men and women, a 61-unit permanent supportive housing project, and a substance abuse treatment facility at 1901 East Beamer Street (northwest corner of East Beamer Street and County Road 102). An environmental review of the proposed East Beamer Way development was conducted under the California Environmental Quality Act and City staff worked with Raney Planning and Management and other consultants to conduct site and background investigations. This work has been incorporated into an Initial Study (IS) and Mitigated Negative Declaration (MND) for the project.

Discussion:

Significant progress has been made on the construction of the adult emergency shelter (Emergency Shelter Project) with completion in mid-November and operational by December of this year. With ongoing shelter construction and flood-mitigation earthwork creating a potential favorable bidding environment and the

availability of non-City funding resources, City staff supports completing the remaining infrastructure (finish grading, utilities, roadways, lighting and building pads) for East Beamer Way housing and Walter's House pad. The next phase of the project consists of construction of the site work that will support the future placement of housing and construction of the treatment facility in the overall East Beamer Way development. To this end, Friends of the Mission (FOM) Board agreed to move forward with the design and bidding out of the site improvements once the construction costs are confirmed and FOM verifies their funding adequacy, and they agreed to cover the design and construction and cost of the City's management of the project. An agreement between the City and FOM for the funding and management of the site improvements project will be drafted and brought to Council in early October.

In July, FOM applied for funding through the State Housing for Healthy California program to close the funding gap in the financing plan for the PSH development. While the application for the PSH development did not score high enough to be funded, City staff and FOM are assessing whether the probable costs of the infrastructure and units can be funded with funding sources secured to date, as the actual costs appear less than originally projected.

Environmental Review under CEQA and NEPA

City staff prepared and circulated a Notice of Public Hearing and Notice of Intent (NOI) to adopt a Mitigated Negative Declaration for a 30-day public comment period that began on July 9, 2020 and ended on August 7, 2020. The notice was posted at the Yolo County Recorder's office, submitted to the State of California Clearinghouse, provided to Regional Tribal representatives, and mailed to property owners with 300 feet of the East Beamer Way project site. In addition, the notice, Initial Study/Mitigated Negative Declaration, and Mitigation and Monitoring and Report Plan were posted to the City's website and copies of the documents were available for review at City Hall (Community Development Department), and are linked here: <https://www.cityofwoodland.org/DocumentCenter/View/6056/Public-Review-IS-with-Appendices---East-Beamer-Way>.

The City received no substantive comments during the public comment period. Staff has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment with the mitigation measures incorporated, as documented by the evidence provided in the Initial Study. City staff therefore prepared and recommends that the City Council adopt a Mitigated Negative Declaration for the East Beamer Way project.

In addition to CEQA clearance, Raney Planning and Management prepared an Environmental Assessment ("EA") under the National Environmental Policy Act for the Permanent Supportive Housing development as a NEPA review was triggered when Yolo County Housing awarded 15 project based housing choice vouchers for the public supportive housing component of the East Beamer Way project. The project based vouchers have a rental subsidy value of \$443,754 over a 15-year period. The EA will be submitted this month to the San Francisco office of the U.S. Department of Housing and Urban Development ("HUD") on behalf of Yolo County Housing after HUD approves the EA, the City will release a Finding of No Significant Impact notice and a public comment period will start, with no Council action required. Yolo County Housing will issue the project based vouchers after the close of the comment period.

Division of Parcel

Beside approval of the environmental review, City staff recommends that as an initial step in the project, the existing City-owned 128.5-acre parcel located in Yolo County at 1901 East Beamer Street and County Road 102 be divided into four separate legal parcels. Three parcels would be used to accommodate the proposed East

Beamer Way project. The three new parcels comprise approximately 8.5 acres while the remaining parcel of approximately 119.5 acres would stay undeveloped. The City will sell the three parcels to Friends of the Mission (FOM), who would own the land, develop and manage the housing, and construct the treatment facility. Fourth and Hope would operate the new shelter and the treatment facility. The three-parcel area has been filled to an elevation at or above the 100-year flood plain. The Shelter was permitted for construction by the City while development of the Permanent Supportive Housing units will be permitted through Yolo County and will require a County General Plan Amendment and Rezone. Staff will return to Council at a later time for authorization to transfer the three parcels to Friends of the Mission

Conclusion:

Staff recommends that the City Council take the following actions:

- (1) Hold a public hearing to receive comments from the public on the proposed Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way development;
- (2) Receive an update on the East Beamer Way Permanent Supportive Housing Development;
- (3) Adopt Resolution No. _____ adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the East Beamer Way project located at 1901 East Beamer Street (APN 027-360-010);
- (4) Adopt Resolution No. _____ authorizing the division of the existing 128.5-acre City-owned parcel located at 1901 East Beamer Street (APN 027-360-010) into four separate legal parcels and finding that such subdivision does not require a parcel map pursuant to Government Code section 66428(a)(2).

Prepared By: Stephen Coyle, Deputy CDD Director

Reviewed By: Brent Meyer, Acting Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution - Parcelization
2. Resolution - CEQA
3. 2020-08-28 Parcel Descriptions

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
WAIVING THE REQUIREMENT FOR A PARCEL MAP AND AUTHORIZING
THE CITY ENGINEER TO TAKE SUCH STEPS AS ARE NECESSARY
TO DIVIDE THE EXISTING 128-ACRE CITY-OWNED PARCEL AT 1901
EAST BEAMER STREET INTO FOUR SEPARATE LEGAL PARCELS**

WHEREAS, the applicant, the City of Woodland proposed a subdivision of the existing City-owned 128-acre parcel at 1901 E. Beamer Street to create three new separate parcels totaling approximately 8.5 acres of land, to eventually be used for 61 permanent supportive residences, an adult shelter, and a substance abuse treatment facility, all to serve homeless persons in the area located at 1901 E. Beamer Street in Yolo County California (the “East Beamer Way Neighborhood Project” or “Project”), with a remainder parcel comprised of approximately 119.5 acres;

WHEREAS, Partnership HealthPlan of California (PHC) awarded the City of Woodland. a Local Innovation Grant on Housing in the amount of \$679,972;

WHEREAS, the City Council on November 20, 2018, approved a Memorandum of Understanding with Partnership HealthPlan of California (PHC) for a Local Innovation Grant on Housing in the amount of \$679,972; amending the FY19 budget as necessary in order to appropriate the \$679,972 grant award; and authorizing the City Manager to execute any and all documents needed for the City to implement the development of the 61 permanent supportive residence project;

WHEREAS, the City Council on January 15, 2019 approved a funding commitment of \$900,000 in support of the Project that would be funded through available funds from the City’s Spring Lake Affordable Housing Fund (\$260,000 - Fund 321) and Affordable Housing In-Lieu Fee Fund (\$640,000 - Fund 327). Of this amount, \$600,000 was proposed to be provided as a grant, with the remaining \$300,000 as a short-term loan to assist with project construction pending release of the state funding being sought for the construction of the 60 permanent supportive housing units;

WHEREAS, the Friends of the Mission and County of Yolo on June 14, 2019, were notified that they were awarded a NPLH competitive funds of \$5,059,013 and a NPLH non-competitive funds of \$261,719 in the form of a 55 year loan that would be used in furtherance of the Project;

WHEREAS, the City desires to divide the existing City-owned 128-acre parcel located in Yolo County at 1901 East Beamer Street and County Road 102 into four separate legal parcels, three of which are comprised of approximately 8.5 acres and will accommodate the proposed East Beamer Way Project while the remaining parcel of approximately 119.5 acres would stay undeveloped;

WHEREAS, Section 66428(a)(2) of the Subdivision Map Act (Gov’t Code §66428(a)(2)) provides that a parcel map shall not be required for a division of land that will occur when land is conveyed to or from a public agency, unless a showing is made, in individual cases, that public policy necessitates a parcel map;

WHEREAS, the City’s Subdivision Ordinance Section 16.12.040(a)(2) similarly provides that the City may waive the requirement for a parcel map for parcels created from the conveyance of land to or from the City, provided certain findings are made;

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

Section 1. The City Council hereby authorizes the waiver of the requirement for a parcel map for the division of the existing 128-acre City-owned parcel located at 1901 East Beamer Street (APN 027-360-010) into four separate legal parcels as more particularly set forth in the map and legal descriptions attached hereto pursuant to Government Code section 66428(a)(2) and Woodland Municipal Code Section 16.12.040(a)(2).

Section 2. The City Council authorizes and directs the City Engineer to take such actions as are necessary to effectuate the division of the existing parcel into four separate legal parcels as contemplated herein, including but not limited to preparation and recordation of grant deeds and certificates of compliance for each of the newly created parcels in accordance with the requirements of the Subdivision Map Act and the City's Subdivision Ordinance.

Section 3. The City Council hereby finds that the division of land as contemplated herein is for a public purpose, in that the East Beamer Way project will be in furtherance of the public health, safety and welfare, and further finds that the proposed division of land complies with requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection, and other requirements of the Subdivision Map Act, the City's Subdivision Ordinance, the Woodland Municipal Code and the City's General Plan.

PASSED AND ADOPTED by the City Council this 15th day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibits - 2020-08-28 Parcel Descriptions.pdf

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADOPTING THE INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION AND MITIGATION MONITORING AND
REPORTING PROGRAM FOR EAST BEAMER WAY CAMPUS
NEIGHBORHOOD PROJECT LOCATED AT 1910 E. BEAMER STREET
(APN 027-360-010)**

WHEREAS, the applicant, the City of Woodland proposed a subdivision of the existing City-owned 128-acre parcel at 1901 E. Beamer Street into three separate parcels totaling approximately 8.5 acres of land, to eventually be used for 61 permanent supportive residences, an adult shelter, and a substance abuse treatment facility, all to serve homeless persons in the area located at 1901 E. Beamer Street in Yolo County California (the “East Beamer Way Neighborhood Project” or “Project”); and

WHEREAS, pursuant to California Public Resources Code Section 21067 and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*), section 15051, the City is the lead agency for the proposed Project; and

WHEREAS, City staff reviewed the proposed Project, and an Initial Study has been prepared for the proposed Project pursuant to State CEQA Guidelines section 15063; and

WHEREAS, on the basis of the Initial Study, which concluded that the proposed Project could have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of proposed mitigation measures, the City determined that a Mitigated Negative Declaration (“MND”) should be prepared for the proposed Project; and

WHEREAS, an MND was prepared for the proposed Project pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 *et seq.*; and

WHEREAS, the City filed a Notice to Intent to Adopt a Mitigated Negative Declaration on December 17, 2019 with the Yolo County Recorder’s Office pursuant to State CEQA Guidelines section 15072 for a 30 day public comment period and provided copies of the Draft Initial Study and MND (“IS/MND”) to the public and the State Clearinghouse for a 30-day review and comment period beginning on July 9, 2020 and ending on August 7, 2020, pursuant to Public Resources Code section 21091(b); and

WHEREAS, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the City has prepared a program for reporting on or monitoring the changes that it has either required in the proposed Project or made a condition of approval to mitigate or avoid significant environmental effects (the “Mitigation Monitoring and Reporting Program”); and

WHEREAS, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

WHEREAS, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, the City Council held a duly noticed public hearing on September 15, 2020 to consider a staff presentation for the East Beamer Way Neighborhood Project and the Mitigated Negative Declaration; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a three-hundred-foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the City Council has considered the proposed Mitigated Negative Declaration, has reviewed and considered the proposed East Beamer Way Neighborhood Project and has determined that the Project will not have a significant effect on the environment with mitigation measures incorporated, and based on substantial supporting evidence provided in the Mitigated Negative Declaration for this Project; and

WHEREAS, the City of Woodland hereby finds that pursuant to Section 15168 of the CEQA Guidelines (Title 14, California Code of Regulations, Sections 15000 et seq.) and per Section 15152 of the CEQA Guidelines, the City may tier from the analysis contained in the Environmental Impact Report for the 2035 General Plan as the East Beamer Way Neighborhood Project is consistent with the General Plan; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

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

1. Compliance with the California Environmental Quality Act. As the decision-making body for the proposed Project, the City Council has reviewed and considered the information contained in the MND, Initial Study, and administrative record. The City Council finds that the MND and Initial Study have been completed in compliance with the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.*) (“CEQA”) and the State CEQA Guidelines.
2. Findings on Environmental Impacts. As the lead agency under CEQA, the City Council finds that the MND and Initial Study contain a complete and accurate reporting of the environmental impacts associated with the proposed Project. The City Council further finds that the documents have been completed in compliance with CEQA and the State CEQA Guidelines. The City Council further finds that all environmental impacts of the proposed Project are either insignificant or can be mitigated to a less than significant level pursuant to the mitigation measures outlined in the MND, Initial Study, and the Mitigation Monitoring and Reporting Program. The

City Council further finds that there is no substantial evidence in the record supporting a fair argument that the proposed Project may result in significant environmental impacts, and that any comments received regarding the proposed Project have been examined and determined to not modify the conclusions of the IS/MND or the City Council. Further, the City Council finds that the IS/MND has not been substantially revised after public notice of its availability, and recirculation is not required. The City Council further finds that the IS/MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed Project and reflects the independent judgment of the City Council.

3. Adoption of Mitigated Negative Declaration. The City Council hereby approves and adopts the IS/MND prepared for the proposed Project, attached as Exhibit “A.”

4. Adoption of the Mitigation Monitoring and Reporting Program. The City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program prepared for the proposed Project, attached as Exhibit “B.”

5. Notice of Determination. Staff is directed to file a Notice of Determination with the County of Yolo and the State Clearinghouse within five (5) working days of the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland, California, this 15th day of September, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Exhibit - A: Initial Study/Mitigated Negative Declaration

EXHIBIT “A”

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

(DOCUMENT AVAILABLE AT:

<https://www.cityofwoodland.org/DocumentCenter/View/6056/Public-Review-IS-with-Appendices---East-Beamer-Way>)

EXHIBIT A
PARCEL 1

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point on the North line of East Beamer Street, said point being distant the following two (2) courses from City of Woodland Survey Station "T-16" marking the Quarter Section corner of said Section 27: (1) along the Quarter Section line of said Section 27, North 89°50'44" West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09'16" East 30.00 feet; thence, from said POINT OF BEGINNING, leaving said North line of East Beamer Street, North 00°09'16" East 230.00 feet; thence South 89°50'44" East 300.00 feet; thence South 00°09'16" West 230.00 feet to a point on said North line; thence, along said North line, North 89°50'44" West 300.00 feet to the POINT OF BEGINNING.

RESERVING the Southerly 80.00 feet for a Public Utility Easement for sanitary sewer and storm drain.

Containing 1.584± acres (69,000 square feet) of land, more or less.

The basis of bearings for this description is the Quarter Section line of said Section 27, shown as South 89°50'44" East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521

8/28/20
Date

EXHIBIT B
PARCEL 2

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point being distant the following two (2) courses from City of Woodland Survey Station "T-16" marking the Quarter Section corner of said Section 27: (1) along the Quarter Section line of said Section 27, North 89°50'44" West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09'16" East 260.00 feet; thence, from said POINT OF BEGINNING, North 00°09'16" East 400.00 feet; thence South 89°50'44" East 300.00 feet; thence South 00°09'16" West 400.00 feet; thence North 89°50'44" West 300.00 feet to the POINT OF BEGINNING.

Containing 2.755± acres (120,000 square feet) of land, more or less.

The basis of bearings for this description is the Quarter Section line of said Section 27, shown as South 89°50'44" East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521

8/28/20
Date

EXHIBIT C
PARCEL 3

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point being distant the following two (2) courses from City of Woodland Survey Station "T-16" marking the Quarter Section corner of said Section 27: (1) along the Quarter Section line of said Section 27, North 89°50'44" West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09'16" East 660.00 feet; thence, from said POINT OF BEGINNING, North 00°09'16" East 150.00 feet; thence South 89°50'44" East 300.00 feet; thence South 00°09'16" West 150.00 feet; thence North 89°50'44" West 300.00 feet to the POINT OF BEGINNING.

Containing 1.033± acres (45,000 square feet) of land, more or less.

The basis of bearings for this description is the Quarter Section line of said Section 27, shown as South 89°50'44" East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521


Date

EXHIBIT D
RESERVATION FOR EMERGENCY ACCESS EASEMENT
AND PRIVATE ACCESS EASEMENT

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

THE Easterly 24.00 feet of Parcel 1, as described in Exhibit A, attached hereto and made a part hereof.

TOGETHER with the Easterly, Northerly, Westerly, and Southerly 24.00 feet of Parcel 2, as described in Exhibit B, attached hereto and made a part hereof.

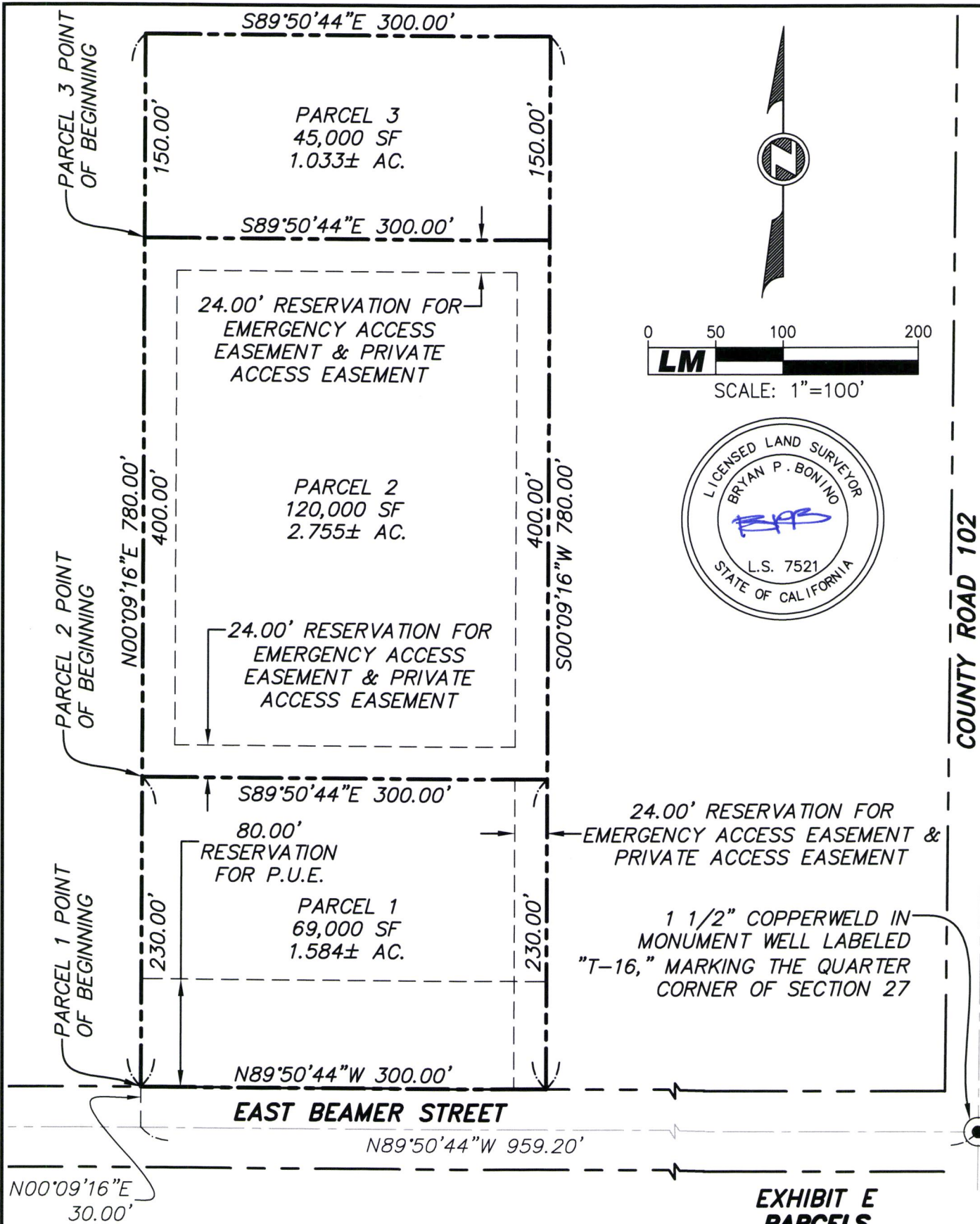
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521


Date



Closure Calculations for City of Woodland

Date: 8/27/2020 5:10:05 PM

Parcel Name: PARCEL 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,011,457.1747'

East:6,638,559.3533'

Segment# 1: Line

Course: S0° 09' 16"W

Length: 230.00'

North: 2,011,227.1755'

East: 6,638,558.7333'

Segment# 2: Line

Course: N89° 50' 44"W

Length: 300.00'

North: 2,011,227.9842'

East: 6,638,258.7344'

Segment# 3: Line

Course: N0° 09' 16"E

Length: 230.00'

North: 2,011,457.9833'

East: 6,638,259.3544'

Segment# 4: Line

Course: S89° 50' 44"E

Length: 300.00'

North: 2,011,457.1747'

East: 6,638,559.3533'

Perimeter: 1,060.00'

Area: 69,000.00Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,060,000,000.00

Parcel Name: PARCEL 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,011,457.1747'

East:6,638,559.3533'

Segment# 1: Line

Course: N89° 50' 44"W

Length: 300.00'

North: 2,011,457.9833'

East: 6,638,259.3544'

Segment# 2: Line

Course: N0° 09' 16"E

Length: 400.00'

North: 2,011,857.9819'

East: 6,638,260.4326'

Segment# 3: Line

Course: S89° 50' 44"E

Length: 300.00'

North: 2,011,857.1732'

East: 6,638,560.4315'

Segment# 4: Line

Course: S0° 09' 16"W

Length: 400.00'

North: 2,011,457.1747'

East: 6,638,559.3533'

Perimeter: 1,400.00'

Area: 120,000.00Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,400,000,000.00

Parcel Name: PARCEL 3

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,012,007.1727'

East:6,638,560.8366'

Segment# 1: Line

Course: S0° 09' 16"W

Length: 150.00'

North: 2,011,857.1732'

East: 6,638,560.4323'

Segment# 2: Line

Course: N89° 50' 44"W

Length: 300.00'

North: 2,011,857.9819'

East: 6,638,260.4334'

Segment# 3: Line

Course: N0° 09' 16"E

Length: 150.00'

North: 2,012,007.9813'

East: 6,638,260.8377'

Segment# 4: Line

Course: S89° 50' 44"E

Length: 300.00'

North: 2,012,007.1727'

East: 6,638,560.8366'

Perimeter: 900.00'

Area: 45,000.00Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 900,000,000.00



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 15, 2020
ITEM #: H.13
SUBJECT: City Council's Options for Vacancy in Office

Recommendation for Action: Staff recommends that the City Council:

1. Receive an informational report regarding procedural issues and options stemming from the anticipated vacancy on the City Council in District 3, and
2. If desired, provide direction to staff on next steps.

Staff Contact: Ken Hiatt, City Manager, 661-5802, Ken.Hiatt@cityofwoodland.org

Fiscal Impact

This is largely an informational report and as such does not result in any direct fiscal impact. Depending on the Council's decision related to the process for selecting an individual to fill the expected Council vacancy, the City could incur additional costs. Specifically, if the City Council decides to hold an election to fill the vacancy, the City will incur an additional expense to hold a special election in 2021.

Background

Councilmember Barajas (District 3), has been elected to serve on the Yolo County Board of Supervisors. It is anticipated that Councilmember Barajas will leave the City Council and that he will be sworn into office the first Monday in January 2021. At present, Mr. Barajas has not submitted his resignation, so it is unknown if the City Council will have a vacancy or when his seat will be vacated. Councilmember Barajas' four-year City Council term will end in November 2022. Mr. Barajas' anticipated departure from the City Council raises a number of procedural issues for the City Council.

Government Code section 36512(b) provides that a vacancy in an elective office on a local governing board must, within 60 days from the commencement of the vacancy, be filled by either a) an appointment or b) the calling of a special election. Government Code section 36512 also sets forth certain procedural requirements if a vacancy occurs in the first half of a councilmember's term. At this point, City staff assumes that the anticipated vacancy will occur in the second half of Councilmember Barajas' term, and the rest of this report proceeds with that assumption. If a vacancy occurs in the first half of a Councilmember's term, different procedures may apply depending on when the vacancy occurs and whether there would be sufficient time to have the vacant seat appear on the next regular municipal election.

Discussion

1. Process for Filling a Vacant Seat on the City Council: Election or Appointment

As a general matter, the City Council may fill a vacant seat by appointment or call a special election to fill the vacancy within 60 days from the commencement of the vacancy. The City Council may not fill the vacancy,

though, until the seat actually becomes vacant. It is important to recognize here that Councilmember Barajas' seat is not vacant, and the City does not know when that seat will be vacant.

A. Filling the Seat By Appointment

If the City Council chooses to fill the vacancy by appointment, it may solicit applications from interested, eligible Woodland residents who reside within District 3. The City Council would review the applications and interview the applicants. The interviews could be conducted by an ad hoc committee formed specifically for this purpose, or the City Council as a body could interview all of the applicants. If the City Council interviews the applicants, those interviews must be conducted in open session. The Brown Act does not permit a closed session for this purpose.

This process would begin upon the commencement of the vacancy; although the City Council could discuss and determine as a general matter whether it wishes to proceed by appointment or election. The City Council previously decided to appoint a Councilmember following Councilmember Bill Marble's resignation in 2016 and Councilmember Jeff Monroe's resignation in 2010.

B. Filling the Seat by an Election

If the City Council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy would hold office for the unexpired term of the former incumbent.

As the time period has passed to include the election of the seat on the November 2020 election, if the Council chose to fill the seat by an election, the Council would need to call a special election. Elections Code section 1000 provides that the next available election dates would be March 2, 2021 or November 2, 2021. Only voters within District 3 would vote for City Council candidates for this vacancy. The City would bear the cost of holding a special election.

Conclusion

Staff recommends that the City Council receive this informational report and, if desired, provide direction on desired next steps. However, specific direction is not needed at this time.

Prepared by: Ken Hiatt, City Manager



Ken Hiatt
City Manager

Attachments:

None