



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 20, 2020
6:00 PM

CITY COUNCIL - AMENDED AGENDA - New Items added - Consent Calendar #12 and #13

PLEASE NOTE: The October 20, 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

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION,
Significant exposure to litigation
Pursuant to Government Code Section 54956.9(b): One case
2. CONFERENCE WITH LABOR NEGOTIATORS,
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager, Human Resources
Manager and City Attorney
Employee Organization(s): Woodland Professional Firefighters' Association
and Fire Mid-Management Employees

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

3. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

4. SUBJECT: Cache Creek Flood Capacity presentation of study conducted by the State of California Department of Water Resources.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from the State of California Department of Water Resources on Cache Creek flood capacity.

I. CONSENT CALENDAR

5. SUBJECT: Planning Commission Meeting Minutes of Planning Commission Meeting Minutes of September 17, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting Minutes of September 17, 2020

6. SUBJECT: Amendment #1 to Agreement with the Yolo Food Bank to Supply Food for Individuals Sheltered through Project Roomkey

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute amendment #1 to the agreement with the Yolo Food Bank for food supply services to assist Woodland individuals sheltered through Project Roomkey and increase the compensation by \$42,600.

7. SUBJECT: Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G (PLNG 20-00001) - Second Reading and adopt Ordinance approving the Project Development Agreement between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the project Development Agreement between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland.

8. SUBJECT: Authorize the Purchase of Ultraviolet (UV) Lamps and Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution NO. _____ authorizing the Purchase of UV lamps, wiper system components, sleeves and other system parts from DC Frost Associates, Inc. with an amount not-to-exceed \$300,000.

9. SUBJECT: Authorize City Manager to Execute Railroad Agreements and Permits in support of the Gibson Road Bicycle/Pedestrian Mobility Project; CIP 20-01

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute railroad agreements and permits with Union Pacific Railroad (UPRR) and Genesee & Wyoming for wireline crossing improvements associated with the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, for amounts not exceeding the City Manager's signature authority per the Purchasing Ordinance.

10. SUBJECT: Authorization to Bid East Beamer Way Infrastructure for Housing

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving Plans and Specifications and authorizing Public Bid Advertisement for the East Beamer Way (EBW) Site Infrastructure Work for the Permanent Supportive Housing (PSH) Project CIP 19-22.

11. SUBJECT: Continued Emergency Action for Interim Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 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.

12. SUBJECT: Side Letter of Agreement with the Woodland Professional Firefighters' Association

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Professional Firefighters' Association.

13. SUBJECT: Easement with Pacific Gas & Electric (PG&E) for the Emergency Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the grant of a public utility easement to PG&E over a portion of the property located at 1901 E. Beamer St., to give PG&E the ability to extend gas and electrical service to the Emergency Shelter Project CIP 20-12, and authorize and direct the City Manager to execute an Easement Deed granting the easement to PG&E.

J. REPORTS OF THE CITY MANAGER

14. SUBJECT: Traffic Calming Program Update

RECOMENDATION FOR ACTION: Staff recommends that the City Council 1) receive an update on the City's Traffic Calming Program and 2) provide direction to staff to proceed with evaluation of two traffic calming projects.

15. SUBJECT: Waste Management Smart Truck Program Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational update from Kayla Rodriguez, Public Sector Manager for Waste Management of Woodland, regarding the Smart Truck program and the implementation of a residential-only pilot program on November 1, 2020

16. SUBJECT: Council discussion regarding November 3, 2020 Council Meeting

RECOMMENDATION FOR ACTION: Staff recommends that the City Council discuss options for the November 3, 2020 Council meeting.

K. 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, October 20, 2020 was posted on Wednesday, October 14, 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: October 20, 2020
ITEM #: G.3
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.



Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar (20)

UPDATED COUNCIL LONG RANGE CALENDAR

NOVEMBER 3RD

REGULAR MEETING

City Council Meeting Minutes of October 1, 2020 and October 15, 2020
Sports Park Girls Fastpitch Lease Agreement
Apprenticeship/Workforce Development Programs
Native American Heritage Month Proclamation

NOVEMBER 17TH

REGULAR MEETING

Homeless Shelter / NPLH Final Agreements
SCBA Authorization – Accept bid and make purchase
Police Department Quarterly Report
Fire Department Quarterly Report
Letter of support to the U.S. Army COE to complete the Lower Cache Creek Feasibility Study.
Finding of Consistency w/Affordable Housing Ord for 310 Main Street, Multifamily Housing Project
Police Chief's Advisory Board Presentation
Budget Update
Woodland Research & Tech Park – Specific Plan Release
Council District 3 Vacancy Discussion

DECEMBER 1ST

REGULAR MEETING

Council Reorganization (Pending Certification of Election Results)

DECEMBER 15TH

REGULAR MEETING

City Council Meeting Calendar for 2021

Future Topics / Study Sessions:

TBD City Council Retreat / 2021-22 Goals Investment Policy Workshop Comprehensive Zoning Update	
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: H.4
SUBJECT: Cache Creek Flood Capacity presentation of study conducted by the State of California Department of Water Resources.

Recommendation for Action: Staff recommends that the City Council receive a presentation from the State of California Department of Water Resources on Cache Creek flood capacity.

Staff Contact:

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

Fiscal Impact:

No fiscal impact.

Background:

On February 27, 2019, a storm event led to overtopping of the Cache Creek levee system in two locations near the town of Yolo, northwest of Woodland. The overtopping led to a flood fight at Huff's Corner and evacuations of the nearby area. The peak flow in Cache Creek at the Yolo Gauge was 26,500 cubic feet per second (cfs). The expected capacity of Cache Creek was 30,000 cfs without overtopping. The Cache Creek levee system is managed by the State of California Department of Water Resources (DWR) with the exception of Huff's Corner, which is managed by Yolo County.

DWR initiated a study to investigate the factors contributing to the apparent loss of capacity. DWR will present their preliminary findings along with actions they have already taken to address the loss of capacity.

The presentation will also discuss the range of actions being contemplated to restore the flood capacity of the Cache Creek levee system.

Discussion:

Staff has been actively engaged with DWR throughout the Lower Cache Creek Feasibility Study (LCCFS) to ensure that the existing Cache Creek south levee will remain an element of the Federal Flood Control Project and will continue to be operated and maintained by DWR. The Woodland Flood Risk Management Project, which is the project that would result from the LCCFS, depends on the continued function of the existing Cache Creek south levee. DWR collaborated with staff from the City of Woodland, Yolo County, Yolo County Flood Control and Water Conservation District throughout the study.

Conclusion:

Staff recommends that the City Council receive a presentation from the State of California Department of Water Resources on Cache Creek flood capacity.

Prepared by: Tim Busch, PE, Principal Utilities Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.5
SUBJECT: Planning Commission Meeting Minutes of Planning Commission Meeting
Minutes of September 17, 2020.

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting Minutes of Planning Commission Meeting Minutes of September 17, 2020.

Staff Contact

Debbie Flemmer, Administrative Supervisor, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Reviewed By: Cindy Norris, Principal Planner



Ken Hiatt
City Manager

Attachments:

1. 9.17.2020 PCMinutes DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting - Via Teleconference –

Thursday, September 17, 2020

6:30 PM

A. SPECIAL COMMENT:

PLEASE NOTE: The September 17, 2020 Woodland Planning Commission will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Commission 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 Planning Commission meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.

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Instructions are provided at the end of the agenda.

Please click the link below to join the Public Comment portion of the meeting:

<https://zoom.us/j/92170095836>

Or Telephone: Dial 669-900-6833

Webinar ID: 921 7009 5836

B. CALL TO ORDER

Meeting called to order at 6:30 PM

Staff Present: Cindy Norris, CDD Principal Planner, Anna Canales, CDD Assistant Planner and J Kimura, COW IT Sr. Application Analyst

C. ROLL CALL

Planning Commission Members Present: Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst.

Absent: Planning Commission Member Steven Wong

Excused: Planning Commission Member Steve Harris

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Planning Commission Member Chris Holt.

E. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Planning Commission Members/Staff.

F. SUBCOMMITTEE REPORTS

None

G. COMMUNICATIONS FROM THE PUBLIC

None

H. APPROVAL OF MINUTES

1. SUBJECT: Planning Commission Meeting Minutes of August 20, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission Meeting of August 20, 2020.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Chris Holt and carried unanimously, Planning Commission Meeting Minutes of August 20, 2020 approved by the following votes:

Ayes: Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent: Planning Commission Member Steve Harris, Planning Commission Member Steven Wong

I. PUBLIC HEARING

2. SUBJECT: Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G (PLNG 20-0001) – Request to approve two Tentative Subdivision Maps (TSM #5196 Lot D and #5197 Lot G), to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and an Amended and Restated Development Agreement for two parcels of land located within the Spring Lake Specific Plan Area to develop 72 single-family lots; 62 on Lot D, and 10 on Lot G, consistent with the Medium Density General Plan land use designation and multi-family R-15 Spring Lake Specific Plan designation.

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission:

1. Receive a staff report;
2. Conduct a Public Hearing;

3. Adopt Resolution No. PC# 20-12, recommending that the City Council:
 - a) confirm the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act;
 - b) approve a Planned Development Overlay and Conditional Use Permit;
 - c) approve Tentative Subdivision Maps #5196 and #5197 Beeghly Ranch Lot D and Lot G;
 - d) approve Site Plan and Architectural Design Review, and
 - (e) approve the Development Agreement between the City of Woodland and TL Partners X, L.P., to use and develop the two Beeghly Ranch R-15 project areas located within the Spring Lake Specific Plan Area with Conditions of Approval.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Fred Lopez and carried unanimously, Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G (PLNG 20-0001) – Request to approve two Tentative Subdivision Maps (TSM #5196 Lot D and #5197 Lot G), to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and an Amended and Restated Development Agreement for two parcels of land located within the Spring Lake Specific Plan Area to develop 72 single-family lots; 62 on Lot D, and 10 on Lot G, consistent with the Medium Density General Plan land use designation and multi-family R-15 Spring Lake Specific Plan designation; with the addition that pigeon proofing on roof.

Friendly Amendment by Chris Holt:

- To direct staff to clarify the Development Impact Fee note on Exhibit E to the Development Agreement
- To add a condition that the applicant add appropriate speed humps on Hunt Street subject to the review and approval of the City Engineer.

Ayes: Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst
Noes: None

Absent: Planning Commission Member Steve Harris, Planning Commission Member Steven Wong

3. SUBJECT: Tentative Parcel Map No. 5203 for 1546 and 1556 Hutchison Valley Drive

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission (1) receive the staff report; (2) conduct the public hearing; and (3) adopt resolution No.20-13 approving the 3-lot, Tentative Parcel Map No. 5203 and confirming that the project is exempt from environmental review consistent with California Environmental Quality Act Class 15 Minor Land Division Exemption.

On a motion by Planning Commission Member Chris Holt, seconded by Planning Commission Vice-Chairperson Marco Lizarraga and carried unanimously, SUBJECT: Tentative Parcel Map No. 5203 for 1546 and 1556 Hutchison Valley Drive; with

amendment no. 33 as recommend by staff.

**Ayes: Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst
Noes: None**

Absent: Planning Commission Member Steve Harris, Planning Commission Member Steven Wong

J. BUSINESS ITEMS

None

K. STAFF OR COMMISSIONER COMMENTS

None

L. ADJOURNMENT

Meeting adjourned at 8:32 PM.

Adopted by Planning Commission 10/1/2020



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.6
SUBJECT: Amendment #1 to Agreement with the Yolo Food Bank to Supply Food for Individuals Sheltered through Project Roomkey

Recommendation for Action:

Staff recommends that the City Council Adopt Resolution No. ____ authorizing the City Manager to execute amendment #1 to the agreement with the Yolo Food Bank for food supply services to assist Woodland individuals sheltered through Project Roomkey and increase the total compensation by \$42,600.

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund. The contract with the Yolo Food Bank (YFB) is being funded through the Fiscal Year 2021 homeless services budget and is funded through the City's Senate Bill 2 grant (Permanent Local Housing Allocation – first year allocation).

Background

Yolo County and the cities of Woodland, Davis, and West Sacramento have participated in the "Project Roomkey" effort since the middle part of March to shelter vulnerable homeless in local motels during the COVID-19 pandemic. This effort had been led by Yolo County with the assistance of the three cities. Similar Project Roomkey efforts are underway in other California counties including Sacramento County. Yolo County has relied on Federal and State funds for leasing motel rooms, purchasing/delivering food to motel sites, staffing the motel sites with social workers and other staff, and providing laundry and security services.

Discussion

Initially, the agreement with the Yolo Food Bank covered the months of July and August as Project Roomkey was expected to end in August. With an allocation of Federal CARES Act funds from the State, Yolo County now has the resources to extend Project Roomkey through the end of December and has agreed to cover the food costs for clients under the age of 60 effective September 1, 2020 (Area Four Agency on Aging covers the cost of food service for client aged 60 and older).

Staff recommends extending the agreement with the Yolo Food Bank through the end of December 2020 – an addition of four months. The initial agreement was funded in a not-to-exceed amount of \$14,000 and is now being increased to a \$56,600 not-to-exceed amount. Yolo County will reimburse the City-incurred food costs effective September 1, 2020. The Yolo Food Bank provides a seven-day supply of food for each individual at a weekly cost of \$71.05 and a delivery charge of \$35 each time food is dropped off at a site. The revised cost for the food deliveries assumes that up to 40 clients will be served on a weekly basis through the Yolo Food Bank.

Conclusion

Staff recommends that the City Council Adopt Resolution No. ____ authorizing the City Manager to execute amendment #1 to the agreement with the Yolo Food Bank for food supply services to assist Woodland individuals sheltered through Project Roomkey and increase the total compensation by \$42,600.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Financial Services Manager

Reviewed by: Christine Engel, Community Services Director

Attachment

Resolution No. _____

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Ken Hiatt
City Manager

Attachments:

1. YFB Reso Oct 20, 2020

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING AMENDMENT #1 TO THE AGREEMENT
WITH THE YOLO FOOD BANK TO SUPPLY FOOD FOR
INDIVIDUALS SHELTERED THROUGH PROJECT ROOMKEY**

WHEREAS, Yolo County and the cities of Woodland, Davis, and West Sacramento have participated in the “Project Roomkey” effort since mid-March to shelter vulnerable homeless in local motels during the COVID-19 pandemic;

WHEREAS, the City executed an agreement with the Yolo Food Bank to provide food service for Project Roomkey clients who are under the age of 60 for the months of July and August 2020 at a cost of \$71.05 per person for a week’s worth of food with a \$35 delivery charge each time the Yolo Food Bank makes a delivery to a location;

WHEREAS, the Area Four Agency on Aging is covering food costs for individuals sheltered in Project Roomkey who are age 60 or older effective September 1, 2020; and

WHEREAS, it was anticipated that Project Roomkey would end in August; however, with an allocation of Federal CARES Act funds from the State, Yolo County now has the resources to extend Project Roomkey through the end of December and has agreed to cover the food costs for clients under the age of 60.

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

Section 1. Authorizes the City Manager to execute amendment #1 to the agreement with the Yolo Food Bank for food supply services to assist Woodland individuals sheltered through Project Roomkey and increase the total compensation by \$42,600.

PASSED AND ADOPTED by the City Council this 20th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.7
SUBJECT: Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G (PLNG 20-00001) - Second Reading of Ordinance No. , approving the Project Development Agreement between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the project Development Agreement between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland.

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 Maps provide for 72 lots on the two multi-family R-15 sites. The Spring Lake Infrastructure Fee (SLIF) equivalent is currently \$32,133 per multi-family unit, for a total of \$2,313,576. In addition to paying SLIF, this project will also pay citywide Development Impact Fees (DIF). For purposes of the fee calculation, the 18 units that are 1,450 square feet will pay the multifamily rate of \$18,895 per unit for a total of \$340,110, and the remaining 54 units will pay \$29,699 per unit, for a total of \$1,603,746. The project development agreement includes a negotiated fee payment for potential SLIF reimbursement and bike and pedestrian related activities. The general purpose fee is \$3,000 per unit for a total sum of \$216,000.

Background:

At its October 6, 2020 meeting, the City Council introduced and waived the first reading of the Ordinance approving the project Development Agreement between the TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland. The City Council requested that additional conditions be added to address pigeon proofing around rooftop solar installations (CDD COA #42), to provide traffic calming on Hunt Street (DE COA #7), and that the applicant work with staff to provide additional on-site parking and traffic calming for Lot G (CDD COA # 28 and DE #13).

Conclusion:

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the project Development Agreement between TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland.

Prepared By: Cindy A. Norris, Principal Planner

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



Ken Hiatt
City Manager

Attachments:

1. Ordinance
2. Beeghly Amended and Restated DA 10.20.20
3. Beeghly Conditions of Approval (Exhibit D to the DA)10.20.20

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 TL PARTNERS X, LP, TO USE AND DEVELOP THE BEEGHLY RANCH R-15 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, TL PARTNERS X.L.P., (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement 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 #5196 and 5197 for the Beeghly Ranch R-15 Project Site and the Development Agreement; and

WHEREAS, on October 6, 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 October 6, 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; 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 **"Exhibit 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.

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 on October , 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Exhibit 1– Beeghly Ranch Development Agreement

Exhibit 2 – Beeghly Ranch Conditions of Approval (Exhibit D to the 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. [_____]

BEEGHLY R-15

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

TL Partners X L.P.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [____]
BEEGHLY RANCH LOT D AND LOT G
Tentative Map Nos 5196 and 5197

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation (“CITY”), and TL Partners X L.P., a California limited partnership (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and Turn of the Century, LLC (“TOC”) previously entered into that certain Development Agreement (“Original Development Agreement”) on January 13, 2004, recorded on February 17, 2004, approved by the City Council of the City of Woodland on January 13, 2004, and recorded with the Yolo County Recorder’s Office as Document No 204-0008056-00; and

WHEREAS, CITY and TOC, HTW West Ventures LLC and Russel Ranch Development, Inc., entered into an Affordable Housing Land Dedication Agreement on April 19, 2005, to accept dedication of land on the parcel at the southwest corner of Meikle Avenue and Farmers Central Road, which satisfied the very low income affordable housing requirement for the Beeghly Ranch R-15 property; and

WHEREAS, CITY and CENTEX and WPHI (each a successor in interest to TOC) entered into a First Amendment to Development Agreement, effective January 16, 2015 (“First Amendment”), which First Amendment provided that the Original Development Agreement remained in full force and effect; and

WHEREAS, Turn of the Century, LLC 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 042-574-001 and 042-561-015 (the “Property”); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement as amended by the First Amendment with respect to the Property 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 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 “2020 Development Approvals” means the Tentative Map and Planned Development rezoning and conditional use permit for the R-15 zoning and all other permits and other entitlements for use to implement the Project.

1.1.2 “Agreement” means this Amended and Restated Development Agreement.

1.1.3 “CITY” means the City of Woodland, a California municipal corporation.

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

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

1.1.6 “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.

1.1.7 “Development Approvals” means the 2020 Development Approvals.

1.1.8 “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.

1.1.9 “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).

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

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

1.1.12 “First Amendment” means the First Amendment to the Original Development Agreement, entered into on December 16, 2014, by CITY and Centex Homes, and Western Pacific Holdings, Inc., successors in interest to Turn of the Century, LLC, and predecessors in interest to OWNER.

1.1.13 “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.

1.1.14 “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.

1.1.15 “Original Development Agreement” means the development agreement entered into between CITY and Turn of the Century, LLC, OWNER’s predecessor in interest, on February 17, 2004. The Original Development Agreement vested OWNER’s right to develop the Project consistent with the specified laws and regulations.

1.1.16 “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.

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

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

1.1.19 “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 3.4 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” – Development Plans, Tentative Map, Site Plan, Landscape Plan, Architectural Renderings

Exhibit “D” – Conditions of Approval

Exhibit “E” – Development Impact Fees

Exhibit “F” – Existing Land Use Regulations

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 “Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER 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, due to the expiration of the Agreement, 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 in accordance with the Tentative Map.

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 Project Development Approvals and land use entitlements approved and vested 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.

2.7 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 have 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 OWNER's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.8 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:

TL Partners X LP
3500 Douglas Boulevard, “Suite 270
Roseville, CA 95661
Attn: Tim Lewis
Telephone: 916-787-3420

(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.

2.9 Termination of Original Development Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement adopted on January 13, 2004 by the City Council of the City of Woodland, as it was amended by the First Amendment. As of the effective date of the ordinance adopting this Agreement, this Agreement replaces and supersedes the Original Development Agreement as subsequently amended by the First Amendment.

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 vests the right to develop Tentative Subdivision Map #5196 and 5197, which includes the 5.01 acre R-15 site and 0.9 acre R-15 site shown in Exhibit B and Exhibit C, resulting in 72 single family lots (units) contingent upon City Council approval of the final subdivision map for the Property.

3.2 Fair Share Reimbursement for Non-Participating Parties. This Project may be subject to reimbursement requirements for adjacent infrastructure improvements, outside of SLIF related fees, that were constructed through previous agreement with third party developers.

3.3 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 set forth in Section 3.4 to the extent allowed by law. 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 in furtherance of the Project Approvals.

3.4 Reservation of Rights.

3.4.1 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 this Agreement and the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with this Agreement and 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.

3.4.2 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 to the extent that they do not materially conflict with this Agreement.

3.4.3 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.

3.4.4 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.

3.5 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.

3.6 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 Cal.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.

3.7 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.

3.8 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.

3.9 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 that this Section 3.9 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.10 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 exceed 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").

3.11 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.

3.12 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 and 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 and 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 set forth in Exhibit “E” shall be charged to the Project. Exhibit “E” includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements.

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 3.10

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “E,” 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 any remaining portion of the Project and Property to be developed, notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “E” or any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing

contained in this Subsection 4.2.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.2 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the TOC EIR for Spring Lake and the 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 for the Project, as set forth in the conditions of approval, 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 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.8 Affordable Housing. CITY and OWNER agree that this Project requires seventeen (17) R-15 low-income single-family units to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units.

4.9 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 fair share of the costs of improvements and amenities identified in the Financing Plan and in amounts justified by an AB 1600 Nexus Study.

4.10 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, 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.

4.11 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map in accordance with the 2020 Development Approvals and Section 3.9 of this Agreement.

4.12 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

4.13 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 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.

4.16 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. Onsite streets shall be privately owned and maintained by the HOA.

4.17 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. Outside onsite, parking spaces shall not be used for regular parking of household vehicles or storage of RVs or boats. First and second vehicles of a household shall park in the household's garage. HOA rules shall require the Board to cooperate with the City in addressing neighborhood traffic complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS.

CITY and OWNER will 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. CITY also agrees that, 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, subject to OWNER's opportunity to cure its default as provided in Section 7.3. 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 such intention. 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 as is reasonably 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, subject only to judicial review.

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.

8.7 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

8.8 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 "E" 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
TL PARTNERS X LP

CITY
CITY OF WOODLAND,
a California municipal corporation

By: _____

Its: _____

Dated: _____

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

Witness my hand and official seal.

[SEAL]

)

)

)

On _____, before me, _____

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

Witness my hand and official seal.

[SEAL]

EXHIBIT “A”

(Legal Description of the Property)

LEGAL DESCRIPTION

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

PARCEL 1:

LOT D AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NO. 4793, BEEGHLY RANCH" FILED APRIL 5, 2007 IN BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED ON SEPTEMBER 27, 2007 AS DOCUMENT NO. 2007-0033700-00, YOLO COUNTY OFFICIAL RECORDS AND LOT G OF BEEGHLY RANCH SUBDIVISION, FILED IN BOOK 2007 OF MAPS AT PAGE 45 IN THE OFFICE OF THE YOLO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT G

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT G, SAID POINT FALLING ON THE EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE; THENCE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG SAID EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE, ALONG THE ARC OF A 740.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°34'56" A DISTANCE OF 278.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°53'37" EAST, 277.29 FEET;
- 2) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 23°58'07" EAST, 0.51 FEET;
- 3) THENCE NORTH 64°34'55" EAST, 37.68 FEET;
- 4) THENCE SOUTH 62°27'01" EAST, 17.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
- 5) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE ARC OF A 869.50 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°45'00" A DISTANCE OF 87.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°29'10" EAST, 87.22 FEET;
- 6) THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 08°17'26" WEST, 134.38 FEET;
- 7) THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°22'55" A DISTANCE OF 119.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°17'26" WEST, 111.28 FEET;
- 8) THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°41'27" A DISTANCE OF 14.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°03'17" EAST, 14.31 FEET;
- 9) THENCE NORTH 85°40'12" WEST, 136.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM LOT G, ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE

ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-0013659 OF OFFICIAL RECORDS.

APN: 042-574-001-000 (PARCEL 1) and 042-561-015-000 (PARCEL 2)

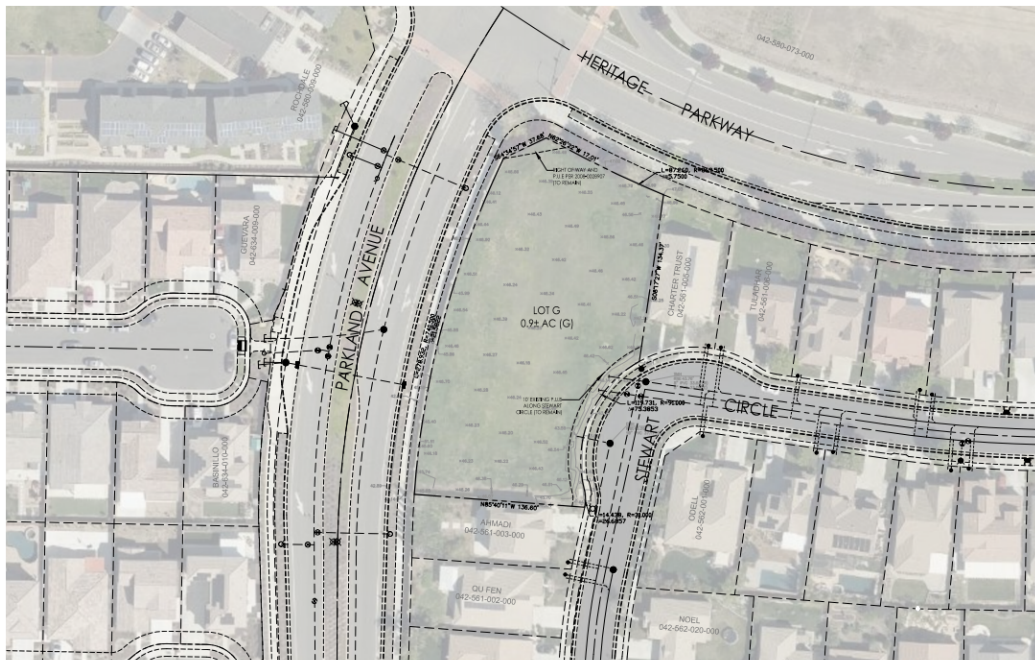
EXHIBIT "B"

(Map of the Property Lot D and Lot G)



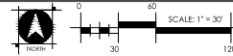
Exhibit B

BN 40293537v6
82093.0018A\33171391.5



BEECHLY- LOT G
Woodland, CA
March 4, 2011

EXISTING CONDITIONS
TM01



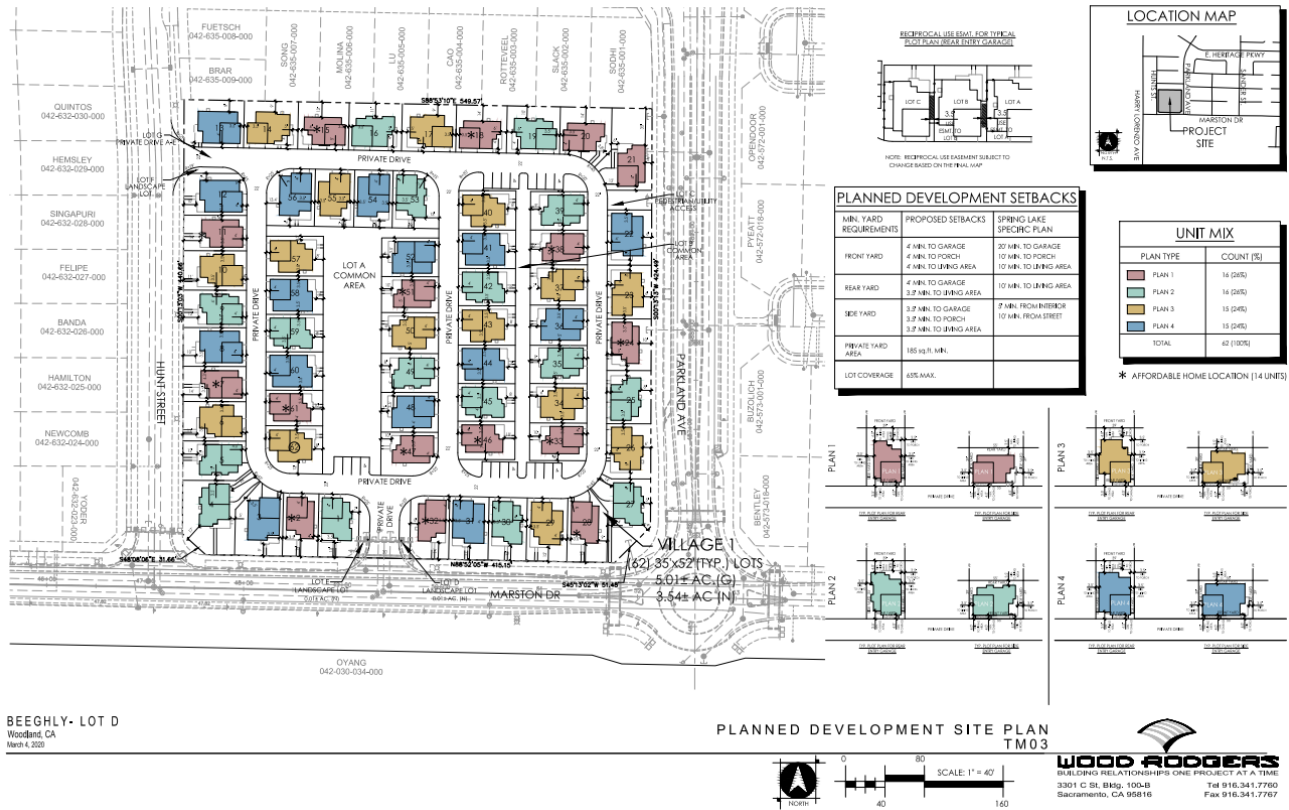
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St. Ste. 100-B
Sacramento, CA 95816
Tel 916.341.7700
Fax 916.341.7707

Exhibit B

BN 40293537v6
82093.0018A\33171391.5

EXHIBIT "C"

(Development Plan Lot D and Lot G)



Planned Development Site Plan - Lot D

Exhibit C

BN 40293537v6
82093.0018A\33171391.5



Planned Development Site Plan Lot G
(As amended per the conditions of approval)

Exhibit C

BN 40293537v6
82093.0018A\33171391.5

EXHIBIT “D”
(Conditions of Approval)
Attachment 2 to the October 20, 2020 City Council Staff Report

Exhibit D

BN 40293537v6
82093.0018A\33171391.5

EXHIBIT “E”

(Project Fees)

10.20.2020

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 Infrastructure Fees (SLIF) 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 and payments are subject to annual CCI.

City Wide Development Impact Fees	SFD (Single Family Dwelling)	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	131
Storm Drainage Facilities	Included in SLIF	Included in SLIF
Subtotal	29,699	18,895

*Units 1,450 square feet or less may be charged at the Multi-Family rate per the Public Facilities Fee Program Administrative Guidelines.

Other fees include all 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/DUE for the construction of transit capital improvements;
- Public transit operations fee of \$36 for MFU;
- Fiscal Deficit mitigation fees of \$1,050 for MFU; and
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees, amount to be determined at final map, estimated \$40 per MF unit

Exhibit E

BN 40293537v6
82093.0018A\33171391.5

SLIF AND GENERAL PURPOSE FEE

The Development Impact Fees set forth in this Exhibit “E” shall be charged to the Project. Exhibit “E” includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements. If the OWNER does not provide the required number of units, then the OWNER shall pay a SLIF Shortfall fee as defined in the SLIF fee update. OWNER shall additionally pay a General Purpose Fee. When the General Purpose Fee is added to the updated SLIF, the total amount of both the General Purpose Fee and the updated SLIF shall be three thousand dollars (\$3,000.00) per Project dwelling unit. This \$3,000 fee shall be subject to annual CCI increases.

Exhibit E

BN 40293537v6
82093.0018A\33171391.5

Exhibit “F”
(Existing Land Use Regulations)

Applicable Laws, Codes & Ordinances:

This project is subject to several laws, codes and ordinances:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- California Environmental Quality Act (CEQA)
- Woodland 2035 Climate Action Plan (CAP)
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

Exhibit F

BN 40293537v6
82093.0018A\33171391.5

EXHIBIT ____
BEEGHLY RANCH
PROJECT CONDITIONS OF APPROVAL
LOT D AND LOT G
TSM NOS. 5196 AND 5197
10.20.20

GENERAL CONDITIONS

1. Project Approval. The Beeghly Ranch R-15 project (Lot D and Lot G) shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the October 6, 2020 City Council staff report, as approved by City Council, for the Beeghly Ranch Lot D and G project as proposed by the applicant TL Partners X LP, except as modified by these conditions of approval. The Project approval includes a, Zoning Amendment, Planned Development Overlay, Conditional Use Permit, Site Plan, Design Review, Tentative Maps 5196 and 5197, and an amended and restated Development Agreement.
2. Development Agreement. The Development Agreement between the City of Woodland and TL Partners X LP, as approved by City Council on (Month) (Day), 2020, is 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 Spring Lake 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. Informing Agencies & Subcontractors. Secure approval and satisfy applicable 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.

6. 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.
7. 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 Formation documents 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.
8. 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 operating 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.
9. 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.

10. Affordable Housing. The project is responsible for providing 17 low-income affordable units. Prior to approving the final map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the Spring Lake Affordable Housing Plan consistent with the terms for providing affordable housing set forth in the project Development Agreement Section 4.8.
11. 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 (Spring Lake 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).
12. 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 Spring Lake Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
13. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Spring Lake Development Regulations 2.7, 6.23 and 6.37.

COMMUNITY DEVELOPMENT

14. 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.
15. Design Review. The site shall be developed and maintained in accordance with the approved plans as part of the Beeghly R-15 Project for lots D and G, 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.

16. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
17. 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.
18. Setbacks and Lot Standards/Planned Development Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan and the approved Planned Development standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
19. Lot D North Boundary Setback. The applicant shall revise the plans as necessary to provide a minimum 10 foot setback for units along the north property boundary. The Planned Development Map and standards shall be modified accordingly prior to issuance of the first building permit.
20. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances behind the sidewalk and shall be a minimum 10-feet in width.
21. 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 meets all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.
22. Photovoltaic Panels. The project shall meet all State and Energy Code requirements.
23. Pigeon Proofing. All roof top mounted solar installations shall have Pigeon screens installed prior to certificate of occupancy.
24. 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 State 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.

25. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
26. 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, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - d. 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.
 - e. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - f. Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.
27. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and State Water Conservation Ordinances, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
28. Parking and Traffic Calming for Lot G. Applicant shall provide additional on-site parking as well as traffic calming as appropriate for Lot G subject to the review and approval of the Community Development Director.
29. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
30. Shade Tree Planting. Owner shall endeavor to plant larger canopy shade trees adjacent to uncovered parking stalls.

31. 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.
32. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to allow to the extent possible 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.
33. 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).
34. 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 Spring Lake Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
35. Light Pole Location. Light poles shall not conflict with planting or shade trees throughout the site. OWNER shall submit plans for review and approval prior to issuance of final map. Street lights proposed for the interior of the project will have a unique design separate from Spring Lake and will be LED with upper dark sky compliant shielding.
36. 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.
37. 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.

38. Fencing Plan. Prior to issuance of building permits submit a final fencing plan shall be submitted 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. Fencing plan shall demonstrate adequate fencing design along property lines that abut existing homes. Fencing along property boundaries shall be six-feet in height as measured from pad grade elevation on the highest side.
39. Privacy Perimeter Walls along Pioneer/Parkland Avenue. Masonry privacy wall along Pioneer Parkland shall be consistent in design and material with existing walls on Pioneer/Parkland Avenue and the existing wall design directly north of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Sound wall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
40. Entry Signs. One entryway sign shall be provided at adjacent to a project entry for LOT D. A design specification for these signs shall be prepared for review as part of the landscape plans with public improvements and approval by the Community Development and City Engineer prior to acceptance of the final map.
41. Stucco Texture. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).
42. Pigeon Screens. Prior to Certificate of Occupancy, applicant shall install pigeon proof screens around all roof-top solar installations.

MITIGATION MEASURES

43. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program 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 survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
44. 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.
45. Ground Nesting Raptor Survey 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. northern 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.

46. Pre-construction Nest Survey. 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.
47. 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.
48. 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).
49. 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.
50. 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)
51. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
52. 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.
53. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
54. 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

(LOT D)

1. The applicant shall replace all cracked and broken sidewalk along project frontages.
2. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
3. New entrances to project site shall use city standard commercial driveways, additional at-grade roadway entrances beyond the existing access off Marston will not be permitted. If onsite grades do not work because of the difference in elevation between the two driveways, the at-grade road driveway at Marston shall be removed and reinstalled with commercial standard driveway.
4. Private Roadways shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.
5. For any utility installation (including storm drainage) that requires trenching in Hunt Drive, Marston Drive, or Parkland Avenue, plans shall meet the requirements for streets moratorium and trench repair per City standards.
6. The applicant shall install up to two speed cushions (speed humps) on Hunt Street, subject to review and approval of the City Traffic Engineer.
7. Prior to submittal of the final map, the Applicant shall work with the City to design and install traffic calming speed humps on Hunt Street subject to review and approval of the City Engineer.

(LOT G)

8. The applicant shall replace all cracked and broken sidewalk.
9. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.
10. Entrances to project shall use city standard commercial driveways, at-grade roadway entrances will not be allowed.
11. Private Roadways/Alleys shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.

12. For any utility installation (including storm drainage) that requires trenching in Stewart Circle, plans shall meet the requirements for streets moratorium and trench repair per City standards.
13. Prior to submittal of the final map, the Applicant shall work with the City to design and install appropriate traffic calming subject to review and approval of the City Engineer.

Easements and Right of Way

14. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
15. A seven (7) 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.
16. 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 D and G 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

17. All public landscape areas shall connect to onsite water service, meter and irrigation system.
18. Public and private landscape shall be irrigated and maintained by the Homeowners Association for the project. Applicant shall enter a Landscape maintenance agreement with the City.
19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed.
20. Trees within the Public Landscape strip shall be irrigated per City of Woodland Standards

via connection to onsite water service, meter, and irrigation system. City will maintain the trees within the public landscape areas.

Wastewater and Sewer Collection System

21. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
22. 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.
23. Sewer Mains shall be 8" in diameter and constructed to public/City standards.
24. 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.
25. The Tentative Map Utility 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.
26. Abandon all unused stubs to the property per city standards.
27. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

Storm Water

28. 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 Community Development 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. Note this study may show the need to increase the pad heights that are shown on the preliminary grading plan.

29. 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.).
30. 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.
31. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

32. 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.
33. 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.
34. 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>

Water Infrastructure

35. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
36. 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..
37. 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.

38. The Tentative Map Utility 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.
39. Abandon all unused water taps to the property per city standards.
40. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
41. The project shall have a separate metered water service that is solely for the landscape irrigation system.
42. The project shall connect to the existing recycled water main with a stub for future irrigation service for park strips on Marston and Hunt Streets. Recycled water will be available within the next 3-4 years, so current irrigation service shall be connected to the potable water main, but should be designed so that the system can be easily converted to recycled water at a time when the service is available. Recycled water service may be bored under the existing roadway.

Grading

43. 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.
44. 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.
45. 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

46. The Owner shall pay all fees as identified in the Development Agreement for this project.
47. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.

48. 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.
49. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

General Conditions

50. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
51. 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 City Engineer and Community Development Department.
52. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
53. 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.
54. 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.
55. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
56. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study (applicable mitigation requirements still under review by staff).
57. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping improvements.
58. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

59. 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.
60. 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 endeavor to 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.
61. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
62. Map shall be forwarded to YCTD and comments are to be incorporated into the final tentative map.
63. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the Environmental Resource Analyst, at (530) 661-2063 for more information.
64. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
65. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

BUILDING

66. 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
67. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit be issued.
 - i. Recycle plan is required at time of permit issuance along with a \$1000 deposit.
 - j. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.
68. 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.

69. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
70. 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.
71. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
72. 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

73. Minimum turning radius for all fire apparatus access roads shall be minimum of 20' inside, 40' outside.
74. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways.
75. As proposed width is 20-feet, no parking shall be allowed on either side of the internal roadway.
76. Residential fire sprinklers shall be designed and installed per NFPA 13D
77. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 20, 2020

SUBJECT: Authorize the Purchase of Ultraviolet (UV) Lamps and Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the sole-source purchase of UV lamps, wiper system components, sleeves and other system parts from DC Frost Associates, Inc. with an amount not-to-exceed \$300,000.

Staff Contact: Shane Carlsen, Treatment Plant Superintendent, (530) 661-2054, shane.carlsen@cityofwoodland.org.

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

No additional funds are being requested for this procurement. The FY 2021 budget, previously approved by Council, includes \$300,000 for the purchase of UV lamps, wiper system components, sleeves and other system parts for the Water Pollution Control Facility (WPCF).

Background

UV lamps are a part of the wastewater disinfection system/treatment process at the WPCF. Disinfection is the final step in the treatment procedure and destroys remaining pathogens prior to discharge of the final effluent. Some of this discharge is reused in City irrigation systems and by commercial customers (Woodland Biomass). The reliability of final disinfection is therefore critical. This process is also a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit which is regulated by the Regional Water Quality Control Board (RWQCB).

There are multiple manufacturers of UV lamps, each producing lamps of differing qualities, (i.e., UV intensity and duration of effective operation). The deployment of any given lamp from plant to plant depends upon design and treatment processes. As a result the NPDES permit specifically conditions the type of lamp used in every treatment plant. The lamp approved by The California Department of Health Services (CDPH) for the WPCF is the Trojan brand UV disinfection system by Trojan Technologies, distributed by DC Frost Associates, Inc. To replace a lamp or the associated components with one produced from other manufacturers requires a Title 22 bioassay test to be performed and the results approved by the CDPH. The testing process is expensive (approximately \$45,000) and does not ensure CDPH approval.

Discussion

The Trojan Technologies lamps mandated by the City's NPDES permit have successfully kept the WPCF in compliance. From a functionality standpoint there is no justification for changing manufacturers. They do require maintenance however to continue to function reliably, and that includes the installation of genuine OEM parts. DC Frost has supported the City's needs and offered assistance with testing, evaluating, parts and repair of the UV system to keep it functioning optimally.

The WPCF contains 10 banks of UV lights, each containing 168 lamps. The City's permit requires that these lamps be replaced after 12,000 hours of use. This purchase will replace 3 banks and includes other parts needed to maintain the system. Exceeding the 12,000 hour limit places the lamps outside of the manufacturer's recommended replacement time frame which, in turn, places the plant in violation of its NPDES permit.

The City can only purchase genuine Trojan replacement parts through D.C. Frost. Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities in order to establish uniform, complete and compatible system/specifications for City facilities (See Public Contract Code § 3400(b)(2)). Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; see also *Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348; *Los Angeles Gas & Electric Corp. v. City of Los Angeles* (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council approve Resolution No. _____ authorizing the purchase of UV lamps and associated parts to maintain the system from DC Frost Associates, Inc. with an amount not-to-exceed \$300,000.

Prepared by: Shane Carlsen, Treatment Plant Superintendent

Reviewed by: Craig Locke, Public Works Director

Ken Hiatt, City Manager

Attachment: Resolution
Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE PURCHASE OF ULTRA VIOLET LAMPS AND ASSOCIATED PARTS FROM DC FROST ASSOCIATES, INC., IN AN AMOUNT NOT-TO-EXCEED \$300,000.00

WHEREAS, the Trojan Technologies UV lamps deployed at the WPCF have functioned flawlessly and are specified in the City's National Pollution Discharge Elimination System (NPDES) permit and approved by California Department of Health Services (CDPH) at the time of initial disinfection system installation; and

WHEREAS, the Trojan brand UV disinfection lamps are only distributed by DC Frost Associates, Inc.; and

WHEREAS, three of the ten banks of UV lights are due for replacement along with certain associated parts in the fall and winter of 2020; and

WHEREAS, the UV system at the WPCF was designed and manufactured by Trojan Technologies; and

WHEREAS, DC Frost Associates, Inc. is the authorized representative of Trojan Technologies for the State of California and provides UV lamps that are approved and validated by Trojan Technologies; and

WHEREAS, Woodland Municipal Code section 17B-140(e) provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that it is in the best interest of the City and its administrative operations to dispense with public bidding; and

WHEREAS, the City Manager has determined that the waiver of competitive bidding for ultra violet (UV) lamps from DC Frost Associates, Inc., used in the disinfection/treatment of wastewater is in the best interests of the City and its administrative operations based on the foregoing facts; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631); and

WHEREAS, this product is necessary to comply with requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, this authorization shall be for FY 21 and is in an amount not-to-exceed \$300,000.00; and

WHEREAS, funding for these lamps has been previously approved in the current budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct and adopted herein by this reference.

SECTION 2. That the City Council hereby approves and adopts the City Manager's determination that the purchase of UV lamps from DC Frost Associates, Inc. in an amount not-to-exceed \$300,000.00 is in the best interests of the City and approves award of a contract to DC Frost Associates, Inc., for the same.

SECTION 3. That the City Council hereby authorizes the City Manager to execute a contract with DC Frost Associates, Inc., in an amount not-to-exceed \$300,000.00, for the purchase of UV lamps and other part necessary to maintaining the UV system.

PASSED AND ADOPTED this 20th day of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST: _____

Ana Gonzalez, City Clerk

CITY OF WOODLAND GOODS PURCHASE AGREEMENT

This Goods Purchase Agreement (“Agreement”) is entered into this ____ day of October, 2020, by and between the City of Woodland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 655 N. Pioneer Avenue, Woodland, CA 95776 (“City”), and **DC Frost Associates, Inc.**, a corporation with its principal place of business at **2855 Mitchell Drive, Suite 215, Walnut Creek, CA 94598** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. **No samples will be provided.**

Section 3. INSPECTIONS AND TESTS.

Contractor is providing the goods as a supplier or distributor, not as the manufacturer. City has the right to inspect and/or test the Goods prior to acceptance and may reject the Goods if the Goods, or any portion thereof, are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications. If City rejects the Goods, City shall inform Contractor of such rejection within five (5) days of such rejection.

Section 4. WARRANTY.

The Goods are subject to warranty through the manufacturer, Trojan Technologies, and Contractor does not provide a warranty for the Goods. Contractor asserts that the manufacturer of the Goods provides a warranty on lamps for full lamp coverage up to 9,000 hours and that other components that comprise the Goods have a warranty ensuring that the Goods will meet performance requirements and specifications for one (1) year from the date

of purchase. A true and correct copy of the warranty is attached hereto and incorporated herein as **Exhibit D**. For any breach of the warranties, City shall provide notice to Contractor.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City (**See Exhibit C for pricing notations**). No extra charges of any kind will be allowed unless specifically agreed to in writing by City’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City’s requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit “B,” then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Contractor during the progress of the Goods and according to the terms of payment as specified in Exhibit “B.” Contractor’s progress billing invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit “B” and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “B” or a change order, must have subcontractor and/or supplier invoices attached to Contractor’s invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor’s failure to pay or

discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by City;
3. Delivery of executed full releases of any and all liens arising out of this Agreement; and
4. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release, and discharge of any and all claims and demands of any kind or character that Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release, or discharge of any claims or demands that City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

The time of Contractor's performance is of the essence for this Agreement. Contractor acknowledges that time is critical for receiving parts. City recognizes that Contractor does not control shipping as the Goods will be shipped directly from the manufactures to City. However, Contractor shall notify the City of any delays in shipment.

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its

subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in 0, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed to, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery and acceptance including materials delivered to and stored on City property that are intended to become a part of the Goods. If Contractor has possession of any of the Goods, then risk of loss for such Goods shall remain with Contractor until such Goods have been delivered and accepted or City has taken possession thereof.

Section 13. INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not

limited to attorney fees, court costs, and the cost of appellate proceedings), to the proportional extent caused by any negligent acts or omissions, product defects, or violation of applicable law by the Contractor, its employees, agents, or any tier of its subcontractors in the performance of this Contract as it relates to the Goods. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall apply to any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or destruction of property resulting therefrom.

Section 14. INSURANCE

A. Contractor shall ensure that third party carriers contracted by Contractor for shipment of the Goods have adequate insurance coverage. In the event Contractor intends to self-perform shipment of the Goods, Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01, naming City as an additional insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); and C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence. Insurance carriers shall be authorized to transact in insurance in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by the City.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Goods by written notice to

Contractor. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Goods is delivered.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Goods by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

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

CITY:

City of Woodland
42929 County road 24
Woodland, CA 95776
Attn: CPO/Shane Carlsen

CONTRACTOR:

DC Frost Associates, Inc.
2855 Mitchell Drive, Site 215
Walnut Creek, CA 94598
Attn: Blanca Ruiz-Mercado
or Debby Patton (Parts

Department)

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

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

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

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

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

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

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

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

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

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Goods.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT

BETWEEN THE CITY OF WOODLAND

AND DC FROST ASSOCIATES INC

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

CITY OF WOODLAND

Approved By:

Ken Hiatt
City Manager

Date

Attest:

Ana B. Gonzalez, City Clerk

Approved As To Form:

Best Best & Krieger LLP
City Attorney

DC FROST ASSOCIATES INC

Signature

Dean Boode
Name

President
Title

Date

EXHIBIT "A"
GOODS SPECIFICATIONS

Standard Trojan Parts for the UV3000Plus System / Serial #511071 would be:

Lamps: 794447-ORD

Ballasts: 917341-200

Quartz, Sleeves: 316136

Lampholders: 316505-060X

Acti-Clean Gel: 901507 (4x4L bottles)

Sleeve Seal O-rings: 316144P (10 per pack)

Module Control Boards: 914238

Hydraulic Fluid: 326085 (5 gallons)

EXHIBIT “B”
DELIVERY SCHEDULE

Once a PO is received from City of Woodland, CA and the order is placed, items generally ship the next business day via UPS Ground. If the items are not Trojan’s standard stock item, Trojan will notify of the lead time. DC Frost would then notify the purchaser.

EXHIBIT "C"
FEE SCHEDULE

City of Woodland, CA has lamp pricing that will be adjusted with annual CPI calculated adjustments through 10/31/2026.

Lamps: 794447-ORD = \$174.11 each (price valid through 10/31/21)

Typical parts ordered by City of Woodland, CA include, but are not limited to:

Current 2020 pricing for the below is valid through 11/1/2020 through 10/31/2021.

(pricing will be update yearly by Trojan)

Ballasts: 917341-200 = \$948.80 each

Quartz Sleeves: 316136 = \$128.65 each

Lampholders: 316505-060X = \$55.60 each

Acti-Clean Gel: 901507 (4x4L bottles) = \$207.72 per case

Sleeve Seal O-rings: 316144P (10 per pack) = \$1.58 per pack

Module Control Boards: 914238 = \$270.12 each

Hydraulic Fluid: 326085 (5 gallons) = \$661.50 each

FREIGHT CHARGES ARE EXTRA AND WILL BE ADDED TO ALL PARTS INVOICES

Total amount is not-to-exceed \$300,000.00 without written approval.

Any other Trojan parts will be quoted as-needed.

EXHIBIT "D"
TROJAN WARRANTY INFORMATION

ALL PARTS WARRANTIES ARE THROUGH TROJAN TECHNOLOGIES. DC FROST DOES NOT WARRANT PARTS OR EQUIPMENT. CITY OF WOODLAND, CA MUST NOTIFY DC FROST ASSOCIATES WITHIN FIVE

(5) BUSINESS DAYS AFTER RECEIPT OF TROJAN PARTS OF ANY DAMAGE TO PARTS ORDERED AND RECEIVED.

WARRANTY ON TROJAN LAMPS: WOODLAND, CA HAS FULL LAMP COVERAGE UP TO 9,000 HOURS.

WARRANTY ON TROJAN BALLASTS AND ALL ELECTRONICS: WARRANTY STARTS WHEN SHIPPED FROM TROJAN'S WAREHOUSE.

Other components: (except consumables-oils, lubricants, seals, etc.) Would be one (1) year from date of purchase.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.9
SUBJECT: Authorize City Manager to Execute Railroad Agreements and Permits in support of the Gibson Road Bicycle/Pedestrian Mobility Project; CIP 20-01

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute railroad agreements and permits with Union Pacific Railroad (UPRR) and Genesee & Wyoming for wireline crossing improvements associated with the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, for amounts not exceeding the City Manager’s signature authority per the Purchasing Ordinance.

Staff Contact:

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact:

The approved Capital Budget includes \$6,233,000 in funding for the project consisting of \$3,933,000 in Sacramento Area Council of Governments (SACOG) Regional Program grant funding, \$1,700,000 in Measure F, \$50,000 in Water Enterprise funding, \$50,000 in Sewer Enterprise funding, and \$500,000 in Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill 1 (SB1) funding.

There is no impact to the General Fund.

Background:

The Gibson Road Bicycle/Pedestrian Mobility Project received \$3,933,000 from the competitive 2018 SACOG Regional Funding Program. The Project will improve a mile-long corridor on Gibson Road from West Street to East Street. The project will improve the safety and repair the failing pavement on this highly traveled, 4-lane road along a residential corridor. Project improvements include pavement rehabilitation, restriping narrower travel lanes to slow traffic, adding buffered bike lanes, constructing ADA compliant curb ramps and sidewalk repairs, installing drainage improvements, and completing traffic signal improvements to include bicycle and pedestrian actuation. This project will be bid and constructed with the Gibson Road Rehabilitation – West St to CR 98 Project, CIP 20-08, which will also improve the adjacent mile-long corridor.

Council authorized the design contract for the project on October 15, 2019 to Laugenour & Meikle including, among other tasks, coordinating with the railroad. The project is approximately 90% complete with design.

Discussion:

The project improvements require agreements and permits from the railroad due to proximity of the work and the need to cross an electric conduit/wireline under the tracks on Gibson Road at East Street. The railroad tracks are owned by Union Pacific Railroad (UPRR) and operated by Genesee & Wyoming, also known as California Northern Railroad. The agreements and permits must be executed prior to requesting the right-of-way certification and construction authorization for the project from Caltrans.

UPRR requires the execution of the attached wireline agreement for the project - there are no fees associated

with this agreement. The agreement does include language regarding railroad flagging fees and insurance requirements, but these fees and requirements will be included in the Project specifications as part of the Contractor's responsibility during construction. There is no direct cost to the City.

Following the execution of the attached agreement, Genesee and Wyoming requires a right-of-entry permit from the City, which has fees estimated at \$10,000 – an amount that is within the City Manager's signature authority per the Purchasing Ordinance, which is up to \$50,000.

Staff anticipates project design and railroad coordination complete and the project ready for bid in early 2021 for a construction start in spring/summer 2021. To avoid any project delays, staff is requesting that Council authorize the City Manager to execute railroad agreements and permits, associated with the Gibson Road project, with UPRR and Genesee and Wyoming for amounts not exceeding the City Manager's signature authority.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute railroad agreements and permits with Union Pacific Railroad (UPRR) and Genesee & Wyoming for wireline crossing improvements associated with the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, for amounts not exceeding the City Manager's signature authority per the Purchasing Ordinance.

Prepared By: Diana Ayón, Senior Associate Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. UPRR Wireline Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS AND PERMITS
WITH UNION PACIFIC RAILROAD AND GENESEE & WYOMING FOR THE
GIBSON ROAD BICYCLE/PEDESTRIAN MOBILITY PROJECT – EAST TO WEST
STREET, CIP 20-01**

WHEREAS, the City of Woodland has received a Regional Program Funding Grant in the amount of \$3,933,000 from the Sacramento Area Council of Governments (SACOG); and

WHEREAS, the project is included in the current Capital Budget as Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01; and

WHEREAS, the Capital Budget also includes \$1,700,000 of Measure F, \$50,000 in Water Enterprise funding, \$50,000 in Sewer Enterprise funding, and \$500,000 of RMRA funding for a total project budget of \$6,233,000; and

WHEREAS, the City wishes to execute agreements and permits with Union Pacific Railroad (UPRR) and Genesee & Wyoming including, but not limited to, the attached wireline agreement with UPRR, in support of the project through the adoption of this resolution.

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

Section 1. The City Council hereby authorizes the City Manager to execute railroad agreements and permits with Union Pacific Railroad (UPRR) and Genesee & Wyoming, also known as California Northern Railroad, for improvements associated with the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, for amounts not exceeding the City Manager’s signature authority per the Purchasing Ordinance.

PASSED AND ADOPTED this 20th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rich Lansburgh, Mayor

Ana B. Gonzalez, City Clerk



October 08, 2020
Folder: 03242-19

DIANA AYON
CITY OF WOODLAND
300 FIRST STREET
COMMUNITY DEVELOPMENT DEPARTMENT
WOODLAND CA 95695

RE: Proposed Construction of a One (1) Underground Electric Wireline Crossing Encased In An 8 Inch Pvc Conduit Wireline Crossing at Mile Post 84.09 on the California Northern Subdivision/Branch at or near Woodland, Yolo County, California

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Valerie Harrill.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at VAHARRILL@up.com.

Sincerely,

Valerie Harrill
Mgr II Real Estate Contracts - Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 84.09, California Northern
Location: Woodland, Yolo County, California

THIS AGREEMENT ("Agreement") is made and entered into as of October 08, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF WOODLAND**, to be addressed at 300 First Street, Community Development Department Woodland, California 95695 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground electric wireline crossing encased in an 8 inch PVC conduit only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Woodland, Yolo County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated September 29, 2020, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground electric wireline crossing encased in an 8 inch PVC conduit, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result

in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03242-19)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF WOODLAND
300 First StreetCommunity Development Department
Woodland, California, 95695

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF WOODLAND

By: _____

By: _____

Valerie Harrill
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

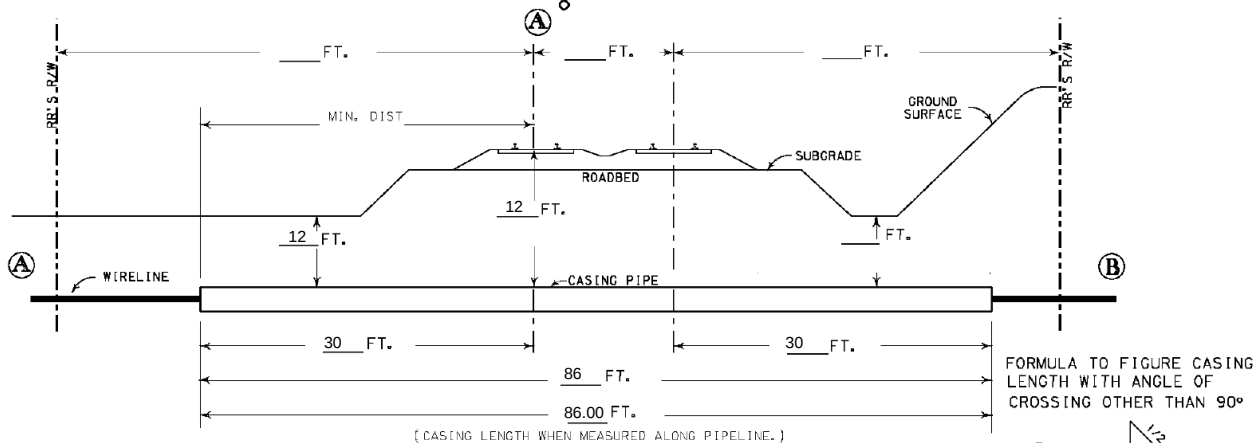
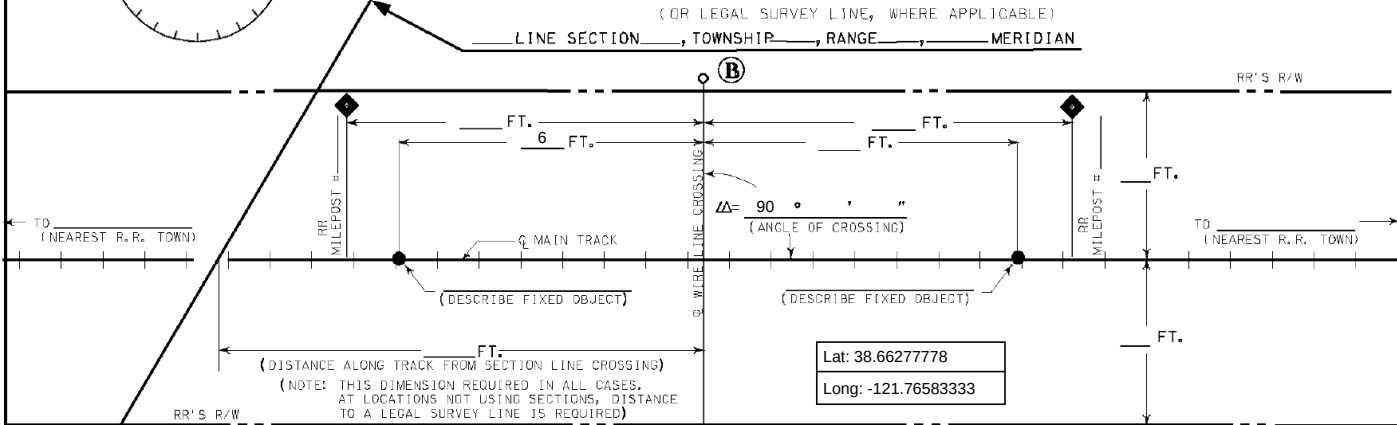


UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F
REV 10-26-2007
www.uprr.com
NO SCALE



NOTES :

- A) TYPE WIRELINE CROSSING: ELECTRIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK 600 NO. OF WIRES 1
- C) CASING TYPE TO BE INSTALLED 8" PVC
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WET BORE NOT PERMITTED); DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND
JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 70
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES
(IF LESS THAN ONE MILE) 0
- G) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
OPTIC CABLE EXIST IN VICINITY OF
WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

(SUBJECT SECOND)

M. P. _____ E. S. _____

UNDERGROUND WIRELINE CROSSING

WOODLAND

YOLO

CA

(NEAREST RR STATION)

(COUNTY)

(STATE)

FOR

(APPLICANT)

RR FILE NO. 0324219 DATE 09/29/2020

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities

encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors' written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensors' approval, Licensee shall contact both of Licensors' field representatives ("Licensors' Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors' Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors' Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One

and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be

provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of

Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors,

sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensors from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensors, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensors, or any property in the care, custody, or control of Licensee or Licensors;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSORS TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSORS, AND SUCH NEGLIGENCE OF LICENSORS SHALL NOT LIMIT, DIMINISH, OR

PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations

of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor

Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.10
SUBJECT: Authorization to Bid East Beamer Way Infrastructure for Housing

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving Plans and Specifications and authorizing Public Bid Advertisement for the East Beamer Way (EBW) Site Infrastructure Work for the Permanent Supportive Housing (PSH) Project CIP 19-22.

Staff Contact:

Stephen Coyle, Deputy Community Development Director, (530) 661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact:

On October 6, 2020, City Council authorized the City Manager to execute a Memorandum of Understanding with the Friends of the Mission (FOM) for the preparation of site infrastructure necessary for the PSH at EBW. The cost of the preparation of design, construction and bidding documents, and to solicit and review bids, and award a contract for completing the infrastructure for the EBW PSH units, will continue to be funded by Friends of the Mission, as follows:

- Laugenour and Meikle, Inc. final preparation of civil documents for site infrastructure;
- Sacramento Engineering Consultants, final preparation of plumbing and electrical documents for site infrastructure; and,
- City of Woodland staff time and legal services related to the overall site design and management of the consultants, preparation of the bid document and bidding for site infrastructure.
- The total project cost is estimated at approximately \$2,500,000. Prior to contract award, staff will return to Council with an agreement with FOM to fully fund the project.

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 at 1901 East Beamer Street (northwest corner of East Beamer Street and County Road 102). The City Council certified a Mitigated Negative Declaration (MND) for the development of the overall project that includes the PSH site determining that the development was in compliance with the California Environmental Quality Act, and approved the parcelization of the City's existing 128-acre parcel to create four separate parcels including the PSH-designated parcel. The City also continues to work on the construction of the 100 bed Emergency Shelter, and anticipates completion in mid-November. The next phase of the EBW project consists of completing infrastructure necessary for installation of the PSH units. The City and FOM finalized the terms of the funding for the completion of the project design. City and FOM desire to proceed with bidding and awarding a contract, and managing the site infrastructure construction, to avoid any delay with implementation of the overall project.

Discussion:

The ongoing shelter construction and flood-mitigation earthwork for the three EBW parcels constitute a solid physical context for bidding the infrastructure, refining the construction costs, and leveraging the availability of non-City funding resources. Therefore City staff supports proceeding with the bidding the remaining site

infrastructure (finish grading, utilities, streets, lighting and building pads) for the PSH on that parcel. Once bids are received and construction costs and adequacy of funding are determined, staff anticipates returning to Council with an agreement for funding for the construction of the site infrastructure, and the conveyance of the property from the City to FOM. In the meantime, FOM agrees to cover the cost of the City's management of the project bidding.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving Plans and Specifications and authorizing Public Bid Advertisement for the East Beamer Way (EBW) Site Infrastructure Work for the Permanent Supportive Housing (PSH) Project CIP 19-22.

Prepared By: Stephen Coyle, Deputy Community Development Director

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Draft Site Plan

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVE PLANS
AND SPECIFICATIONS AND AUTHORIZE PUBLIC BID ADVERTISEMENT FOR THE
SITE INFRASTRUCTURE WORK FOR THE EAST BEAMER WAY PERMANENT
SUPPORTIVE HOUSING PROJECT**

WHEREAS, the City owns certain property located in unincorporated Yolo County right outside of City limits, at the corner of East Beamer Street and County Road 102, with an address of 1901 E. Beamer Street, and designated as Yolo County Assessor's Parcel Number 027-360-010 (the "Property"); and

WHEREAS, the City has been working with Friends of the Mission ("FOM") in furtherance of development to serve the homeless population in the City of Woodland and surrounding areas, including an emergency homeless shelter, substance abuse treatment center and permanent supportive housing; and

WHEREAS, as part of this overarching project the City desires to facilitate the development of 61 units of permanent supportive rental housing (inclusive of a manager's unit, which may be not be restricted to a specific income level) (on a separate portion of the Property comprised of approximately 2.8 acres, to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, FOM desires to partner with the City for the development and operation of the Permanent Housing, and in furtherance of that goal, FOM has sought and secured grants and financing to be used in part for the development of the Permanent Housing, including but not limited to Partnership HealthPlan, the Dignity Health Foundation, the Sutter Foundation and other funds as may become available (the "Funding Sources"); and

WHEREAS, the City and FOM anticipate that the Permanent Housing Site will be conveyed to FOM, and the Permanent Housing will be developed and operated by FOM, however, the parties are still in the process of structuring the specific roles of the parties with regard to the development of the Permanent Housing, and the manner in which the Permanent Housing Site will be conveyed by the City to FOM; and

WHEREAS, while the City and FOM are finalizing the terms and the financing structure for the development and conveyance of the Permanent Housing, the parties desire that the City commence with the bidding of certain infrastructure that will serve the Permanent Housing and the adjacent Walter's House Substance Abuse Treatment Facility, which will be developed concurrently with the Permanent Housing, in order to complete the Permanent Housing as expeditiously as possible, and FOM has stated its willingness to make the Funding Sources available for such work; and

WHEREAS, the City Council desires that the City commence with the bidding of such work, and that FOM will fund such work.

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

Section 1. The City Council adopt Resolution No. _____, approving Plans and Specifications and authorizing Public Bid Advertisement for the East Beamer Way (EBW) Site Infrastructure Work for the Permanent Supportive Housing (PSH) Project CIP 19-22.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of October, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

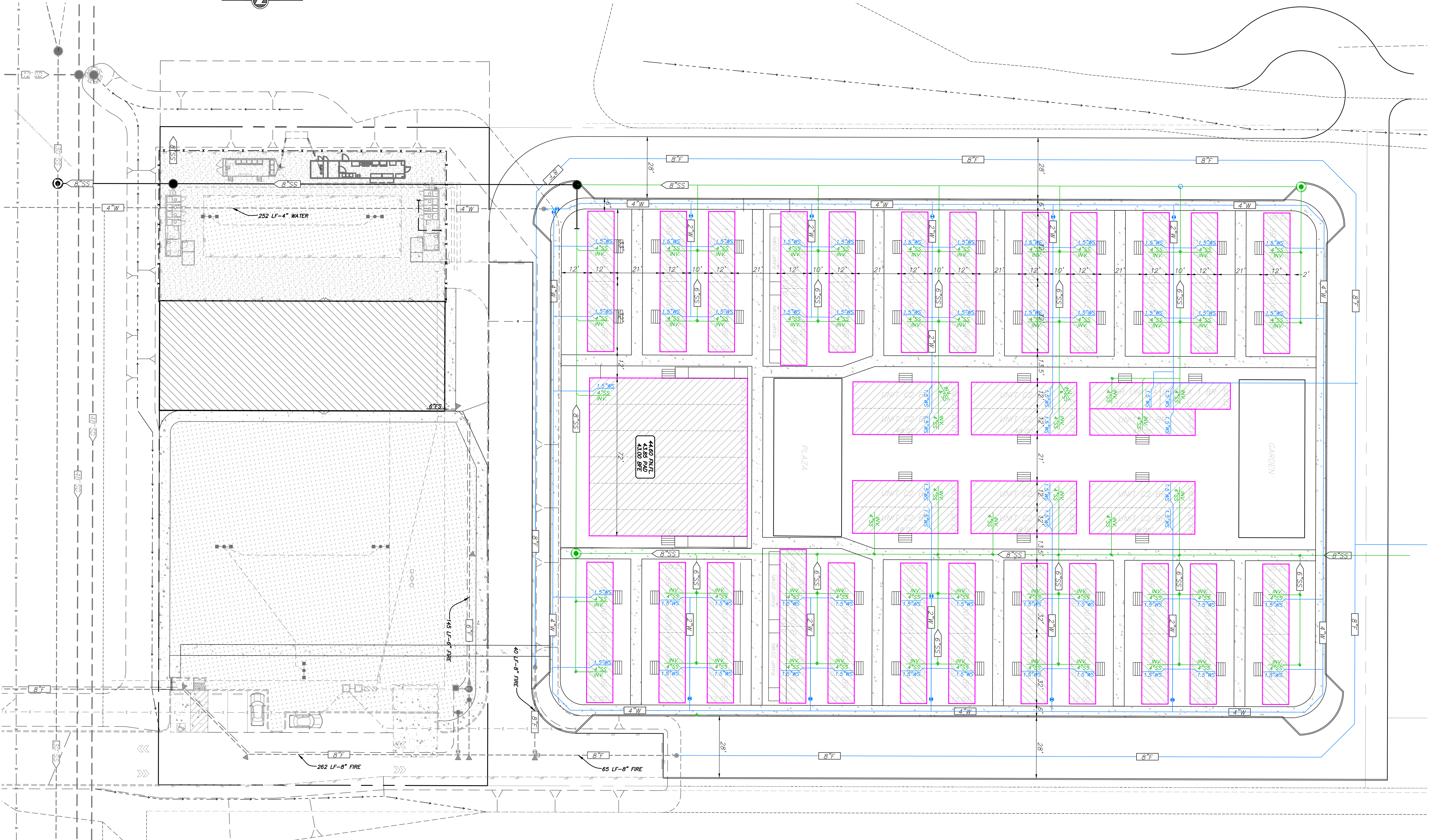
APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



DRAFT SITE INFRASTRUCTURE PLAN FOR EAST BEAMER WAY PERMANENT SUPPORTIVE HOUSING





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.11
SUBJECT: Emergency Interim Shelter Project

Recommendation for Action: Staff recommends that the City Council 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.

Fiscal Impact:

There is no impact to the General Fund.

Background:

On April 21, 2020, the City Council declared conditions of emergency and authorized the performance of an emergency Interim Shelter project without public bidding and determined that the Interim Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency.

Discussion:

The City Council's emergency action on April 21 was taken in response to the sudden emergency of COVID-19 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, staff recommends that the City Council continue its emergency action.

Conclusion:

Staff recommends that the City Council 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.

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.12
SUBJECT: Side Letter of Agreement with the Woodland Professional Firefighters' Association

Recommendation for Action: Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Professional Firefighters' Association.

Staff Contact:

Kim McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org
Sheila McShane, Human Resources Manager, (530) 661 5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:

The Fiscal Year 2020/21 budget, adopted by Council on June 18, 2020, assumed at least \$600,000 in savings related to concessions from City employees. Since July, the City Council has approved six side letters with employee associations agreeing to concessions requested by the City. The Woodland Professional Firefighters' Association (WPFA) has reached an agreement with the City to participate in concessions and provide additional overall savings to the City's budget. The concessions agreed to by WPFA will save \$155,000 across all City funds, including \$140,000 in General Fund savings.

Background:

The City's operating budget for FY2020/21 was significantly impacted by the COVID-19 pandemic, and its effects on the local and national economy. As presented to the City Council, beginning with the April 2020 spring budget presentation, the City's budget, in particular the General Fund, was facing significant reductions in many revenue sources, with heavy emphasis on sales tax revenue declines. In order to present a balanced budget, staff recommended use of General Fund reserves, implementation of department level reductions, and savings from employee concessions.

City staff has met with all employee groups to discuss these budget challenges and asked for all employees to propose ideas for a five percent (5%) reduction in pay for fiscal year 2020/21. Discussions have been productive with all groups. To date, seven (six have already been approved by the Council) of the City's eight employee groups have reached agreement via side letters with the City. The Fire Mid-Management Association continues to meet with the City and shows a willingness to consider concessions to assist with the City's fiscal impacts resulting from loss revenues during the pandemic.

Discussion:

There are eight bargaining units that represent full-time City employees. All of the groups are covered under various Memoranda of Understanding (MOUs) that are negotiated periodically with the City. With the exception of the Police Mid-Management Association, whose contract expired June 30, 2020, each group has is in contract with MOUs that cover the time period including fiscal year 2020/21. These groups are not obligated to change the terms of these contracts or to make any concessions during the terms of their approved MOUs. However, as has historically been the case, the City's employee groups have stepped up to participate in providing solutions for the City's budget and to agree to concessions that reduce overall pay and/or benefits.

These sacrifices allow for the budget to be balanced without implementing additional overall service level reductions that would potentially impact both employees and the community.

The Woodland Professional Firefighters' Association terms of the Side Letter of Agreement are as follows:

- 3% salary adjustment that was effective July 1, 2020 is deferred from October 1, 2020 through June 30, 2021.
- Additional monthly sick leave granted in recognition of deferred salary adjustment (8 hours for operations shift staff and 6 hours for administrative staff).
- Adjustment to language regarding modified duty that occurs from work related injuries.
- Addition of language to go into effect at the end of the current contract (June 2023) regarding minimum shift staffing levels for operations personnel. This minimum staffing can be temporarily suspended in the event the City declares a fiscal emergency.

Conclusion:

Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Professional Firefighters' Association.

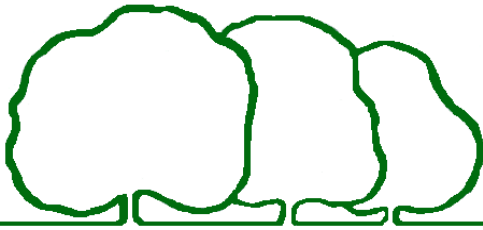
Prepared By: Kim McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. WPFA Side Draft Letter - October 14, 2020



City of Woodland

DATE: October 15, 2020

TO: Shawn Allen
Woodland Professional Firefighters' Association (WPFA)

FROM: Ken Hiatt, City Manager

SUBJECT: Memorandum of Understanding (MOU) Side Letter of Agreement

This Side Letter of Agreement serves to memorialize the agreement between the City of Woodland and the Woodland Professional Firefighters' Association.

The following modifications shall be made to the Memorandum of Understanding between the City and the Woodland Professional Firefighters' Association (WPFA) covering the period from July 1, 2019 to June 30, 2023.

Section 2.1.1 Salary

Effective October 1, 2020, the three (3.0%) COLA increase that was effective July 1, 2020 shall be temporarily suspended from October 1, 2020 through June 30, 2021.

Section 7.2.1.1 Sick Leave

In recognition of the suspended three (3%) percent COLA increase, each Fire Operations Staff employee will receive an additional eight (8) hours of sick leave per month and Fire Administrative Staff will receive six (6) hours of sick leave per month added to their sick leave bank from October 1, 2020 to June 30, 2021. This additional sick leave is not eligible for conversion to an employee's RHSP.

Section 9.5 Modified Duty for Work Related Injuries is modified as follows:

Subject to the requirements of the physician's release and the discretionary modified duty assigned by the Fire Chief or designee, modified duty may be accommodated. Employees assigned to a 24-hour shift schedule who are placed on modified duty will be offered a 24-hour operational shift from the date of release to modified duty, pending that the physician's release supports a 24-hour shift work assignment consistent with workers' compensation rules and regulations. The employee may opt to work a 40-hour work week (i.e. Monday-Friday) or alternative schedule if the schedule enhances the mission and goals of the Department, including; special projects, training, and or assigned to the West Valley Regional Fire Training Consortium, or Fire Academy. Special assignments and projects are a way to enhance the employee's knowledge, skills, and ability.

Section 9.17 is added as follows:

9.17 The Woodland Fire Department will maintain a minimum of thirteen (13) personnel on suppression staffed companies, at all times. Existing engines (3) and truck (1) will maintain staffing with a minimum of a Captain, Engineer, and Firefighter(s), or approved actors. The City reserves the right to increase staffing on existing apparatus, or on additional apparatus at any time. In the event that the City declares a fiscal emergency; through council proclamation, this language will be temporarily suspended. If the City does declare a fiscal emergency, the City will meet and confer with the association upon the impacts of modified staffing. For the purposes of this Agreement, a fiscal emergency exists when it is estimated by the City's finance department that, in order to maintain existing levels of services, the City's General Fund reserve would drop below the 20% minimum outlined in the reserve fund balance policy.

AGREED TO THIS DATE:

FOR THE CITY OF WOODLAND

FOR THE WOODLAND PROFESSIONAL
FIREFIGHTERS' ASSOCIATION

Ken Hiatt, City Manager

Shawn Allen, President



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: I.13
SUBJECT: Easement with Pacific Gas & Electric (PG&E) for the Emergency Shelter Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving the grant of a public utility easement to PG&E over a portion of the property located at 1901 E. Beamer St., to give PG&E the ability to extend gas and electrical service to the Emergency Shelter Project CIP 20-12, and authorize and direct the City Manager to execute an Easement Deed granting the easement to PG&E.

Staff Contact:

Stephen Coyle, Deputy CDD Director (530) 661-5910, Stephen.coyle@cityofwoodland.org

Fiscal Impact:

The cost of the electrical service construction required to connect to PG&E service upon the installation of the utilities required for electrical service is already included in Council's approval of Broward Builders, Inc. contract on June 16, 2020.

Background:

The City intends to complete construction of the 100 bed Emergency Shelter in mid-November. The provision of electrical service by PG&E is necessary to avoid any delay in the opening of the Shelter.

The infrastructure necessary to convey power from PG&E to the Shelter and the four trailers is complete, except for connecting to their service. Once power is activated, the fire alarm, electrical and mechanical systems can be tested and commissioned. The electrical service will also power the Permanent Supportive Housing project and the Walter's House project when developed.

Discussion:

PG&E requires the grant of a public utility easement over a portion of the City's property to allow them to extent power for electrical service for the Shelter and to access their lines to conduct repairs and maintenance as necessary. The non-exclusive easement will run from an area around PG&E's new utility pole to be installed at the southwest corner of Shelter's entry drive and north along a utility trench line to a new electrical transformer on the Shelter site. Within the easement, the shared utility trench contains conduits for electrical and communications cabling for WAVE and AT&T cables. PG&E will not schedule their electrical service installation to the site until the easement is granted. The easement encompasses both gas and electrical service though East Beamer Way is intended as an all-electrical project consistent with the effort to reduce greenhouse gas emissions.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ approving the grant of a public utility easement to PG&E over a portion of the property located at 1901 E. Beamer St., to give PG&E the ability to extend gas and electrical service to the Emergency Shelter Project CIP 20-12, and authorize and direct the City Manager to execute an Easement Deed granting the easement to PG&E.

Prepared By: Stephen Coyle, Deputy Community Development Director

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

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

Ken Hiatt
City Manager

Attachments:

1. Reso_PGE Easement CIP 20-12 (EJW edits)-c1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE GRANT OF AN EASEMENT WITH PACIFIC GAS & ELECTRIC (PG&E) TO PROVIDE
GAS AND ELECTRIC SERVICE FOR THE EMERGENCY SHELTER PROJECT, CIP #20-12,
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE EASEMENT DEED**

WHEREAS, the City of Woodland wishes to grant a public utility easement to PG&E over a portion of the property located at 1901 E. Beamer St., to provide PG&E with access to provide permanent gas and electrical power for the Emergency Shelter Project CIP 20-12 located on a portion of that property (the “Easement Deed”); and

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

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

Section 1. The City Council hereby approves the Easement Deed, subject to minor amendments as allowed herein. The City Manager is hereby authorized and directed to execute the Easement Deed granting an easement to PG&E over a portion of the property located at 1901 E. Beamer St., to allow for the extension of gas and electrical power to the Emergency Shelter Project CIP 20-12. The City Manager is further authorized to make minor amendments to the form of the Easement Deed provided herein, provided such amendments are consistent with the City Council’s direction provided herein and are approved by the City Attorney.

Section 2. A copy of the Easement Deed is attached and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 20th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: J.14
SUBJECT: Traffic Calming Program Update

Recommendation for Action: Staff recommends that the City Council 1) receive an update on the City's Traffic Calming Program, and 2) provide direction to staff to proceed with evaluation and implementation of two traffic calming projects.

Staff Contact

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

Fiscal Impact

The approved Capital Budget provides a funding allocation of \$200,000 from the General Fund (Fund 501 - Capital Projects) in support of a project (CIP #19-06) to review and update the city's Traffic Calming Program and fund critical traffic calming improvements, of which approximately \$100,000 remains.

The preliminary estimate of cost for design and construction of the two identified projects is approximately \$125,000. This amount exceeds the current available budget and will likely require additional budget authorization before construction bidding. Upon direction to proceed with the two projects, staff will complete the evaluation, outreach and design process then will return to council for approval of the plans and specifications and request for authorization to bid the projects along with request for additional budget authorization, if needed.

Background

In 2018, under Council direction, staff began an evaluation of the City's traffic calming program and a comparison of the City's program to other similarly sized and located cities. In late 2018, staff presented Council with updates, evaluation results and a program recommendation.

In July 2019, after further research and modification, staff presented new traffic calming warrants and a program outline which was adopted for interim use until the program could be tested and modified if necessary. A pilot project, under the new program was completed in the fall of 2019. This pilot provided significant valuable feedback on the effects of streamlining the process.

In July 2020, staff presented the results of the pilot project measures on Woodland Avenue, Casa Linda Drive, Leo Way and West Street. At that meeting, Council also adopted the final Traffic Calming Warrants and Program Outline which had been modified based on the pilot project lessons learned with the intent to simplify the process for review and consideration of traffic calming requests on residential streets.

Discussion

This report and Council presentation are intended to provide the Council and the community an update on pending requests for traffic calming and continued improvements to enhance enforcement.

Since the July meeting, complaints of speeding and requests for traffic calming have been received from

residents in several areas of town, most notably Pendegast St./Bartlett Ave., West Street, Ashley Avenue and Farnham Avenue. Currently, staff is working on the requests from residents of West Street south of El Dorado and on Bartlett and Pendegast between West and College streets – both areas have requested active traffic calming measures to address vehicle speeds. Also during this time, Police Department staff have continued implementation of operational changes expanding traffic enforcement and monitoring traffic issues throughout the community.

West Street (South of El Dorado)

Entering Woodland from the south, at the city limits County Road 99 becomes West Street – a residential corridor with homes fronting the street. The 2019 traffic study for West Street identified that the corridor was not eligible for active traffic calming. However, the pilot traffic calming project, installed passive measures on the corridor to enhance awareness of the speed limit reduction from 55 mph in the county to 30 mph in the city. Modifications at the intersection of West Street and El Dorado were also implemented improving visibility of the existing stop signs at El Dorado.

After the 2019 project, residents in the area requested additional consideration for rumble strips in the County approaching the city limits. In response to concerns that the noise associated with rumble strips may be problematic for the nearby residents a survey was gathered by one of the residents confirming this concern. The residents requested consideration for other traffic calming or a stop sign at Miramonte Drive and West Street in lieu of rumble strips.

The intersection of Miramonte Drive and West Street does not meet warrants for an all way stop, and West Street does not meet warrants for active traffic calming. However, given resident concerns and the unique function of this residential street as an entry/exit point between city and county roads, a traffic consultant was engaged to provide an assessment of viable traffic active calming measures for the corridor should the City opt to install additional calming measures. The assessment considered alternatives to slow traffic traveling both north and southbound on West Street between El Dorado and the south city limits. The consultants draft response concludes that a series of multiple traffic calming measures should be placed on the corridor but should be limited to horizontal measures that narrow travel lanes and/or eliminate straight roadways (medians along with bulb-outs, chicanes, circles or realigned intersections). Vertical measures such as speed humps are not recommended as they may result in driver loss of control if approached too fast.

In light of funding restrictions, the secondary conclusion was to install measures on West Street at Del Mar Street. Given its proximity to the south city limits, modifications at Del Mar would impact northbound speeds more effectively than improvements further north at Miramonte. Further, the speed restriction at Del Mar would make southbound drivers less inclined to rapidly accelerate when departing El Dorado as they would know they need to slow again near the city limit. Any selected location will need to be fully reviewed to determine potential impacts to underground utilities and emergency personnel. Given the extent of conflicting utilities in the roadway, it is unlikely that any median or circle installations will include landscaping.

Upon receipt of Council direction to proceed with evaluation of this project, staff will continue to evaluate the most appropriate location and type of traffic calming for the corridor. Once a recommendation is vetted through engineering and public safety personnel, staff will mail a notice to residents on West Street south of El Dorado and to the affected areas surrounding the improvements. Consistent with the approved Traffic Calming Program Outline, a majority (75%) of the residents fronting onto the blocks with traffic calming respond must respond in favor of the project and only minimal opposition may be received from the affected areas. If these thresholds are met, staff will have project plans and specifications prepared for construction and will return to City Council for approval of the documents and permission to proceed with bidding the improvements. Using

the limited information currently available for what may be installed, staff estimates the cost for this West Street improvements at \$70,000.

Pendegast Street and Bartlett Avenue

Residents of Pendegast Street and Bartlett Avenue submitted a new petition requesting consideration of active traffic calming on Pendegast Street, between West and College, as well as Bartlett Avenue, between McKinley Avenue and Elm Street. Specifically the petition requests the installation of one speed bump (speed cushion) on each block of these corridors as part of a coordinated traffic calming plan to address vehicles traveling east-west on these streets above the posted speed limit. A 2019, traffic study identified that Pendegast Street was not eligible for active traffic calming but did not assess eligibility of Bartlett Avenue for traffic calming.

Staff will prepare an exhibit identifying the proposed locations of the requested features for presentation at the Council meeting. Upon receipt of Council direction to proceed with evaluation, staff will mail a notice to residents fronting these streets as well as adjacent areas that may be affected by the installation of these improvements. Consistent with the approved Traffic Calming Program Outline, a majority (75%) of the residents fronting onto the blocks with proposed speed cushions respond must respond in favor of the project and only minimal opposition may be received from the affected areas. If these thresholds are met, staff will have project plans and specifications prepared for construction and will return to City Council for approval of the documents and permission to proceed with bidding the improvements. Using the requested proposed locations for speed cushions, staff estimates the cost for the Pendegast and Bartlett project at \$55,000.

Traffic Enforcement

Increasing traffic enforcement efforts and developing new enforcement strategies continues to be a priority of the Police Department. In a joint effort, Police and Engineering staff continue to employ the use of a recently acquired stealth radar to capture speed data on streets. The use of this equipment removes any question about changed driver behavior due to traditional traffic tubes on the roadway. The Police Department applied for, and was granted, \$61,500 from the California Office of Traffic Safety (OTS) to assist in Police Department efforts to reduce deaths and injuries on Woodland roads. The grant pays for overtime, training and equipment including a radar speed trailer which will be placed in high complaint locations to improve driver awareness of the speed. The one-year grant is for the 2021 federal fiscal year, which runs from Oct. 1, 2020 to Sept. 30, 2021.

The Police Traffic Unit in coordination with Engineering also continue to utilize a GIS map to assist with identifying, tracking and working in complaint locations. This map provides employees one common place for logging all traffic complaints. Crash and enforcement data are also overlaid to ensure we are conducting enforcement in the locations where complaints and crashes occur. The Department temporarily reassigned another officer position to the Traffic Unit to increase the unit by one officer. Additionally, Community Service Officers have been trained to take non-injury traffic collision reports. By doing this, it allows Traffic and Patrol Officers to be free to conduct proactive traffic enforcement and crime prevention activities. The attached WPD Traffic Unit Update provides updated detailed information on the Police Department activities and efforts.

Police staff continued to utilize the strength of its volunteers through the Volunteer in Policing (ViP) program and since July two additional ViP have been trained to assist on patrol. The ViP patrol in high complaint and crime areas and report back to dispatch who send officers out to locate violators.

Conclusion

Staff recommends that the City Council 1) receive an update on the City's Traffic Calming Program and 2) provide direction to staff to proceed with evaluation of two traffic calming projects.

Prepared by: Katie Wurzel, Principal Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Traffic Update October 2020

WDP Traffic Update

<u>COLLISIONS</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020-CURRENT</u>
Non-injury	521	578	541	354
Injury	161	135	146	92
Fatal	2	2	1	1
Vehicle vs Bicycle injury	16	23	19	6
Vehicle vs Bicycle Fatal	0	0	0	0
Vehicle vs Pedestrian injury	15	17	11	8
Vehicle vs Pedestrian Fatal	1	2	1	0

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020-CURRENT</u>
<u>TRAFFIC COMPLAINTS</u>	58	100	80	82

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020-CURRENT</u>
<u>TRAFFIC STOPS CONDUCTED</u>	* 3126	6414	6505	5819

*During 2017 the data collection program was not in place until June 2017

TRAFFIC PERSONNEL STAFFING

Throughout the summer of 2020, the Traffic Unit was assigned three motor officers and a Sergeant. Due to schools not being in session a fourth motor officer was also temporarily assigned from the School Resource Officer program to the Traffic Unit. This fourth position was focused on enforcement throughout the city.

OFFICE OF TRAFFIC SAFETY ENFORCEMENT FOR WOODLAND POLICE
DEPARTMENT GRANT
OPERATIONAL DATES FOR FISCAL YEAR 2020-2021

October

Pedestrian Safety Month

10/9, Friday, Distracted Driving (part of OTS distracted driving period) 1400-1800

10/30, Friday, Bike & Pedestrian focus 1400-1800 / DUI 1800-0000

November

11/9-11/29 Click it or Ticket

December

Winter Mobilization 12/16-1/1

12/6, Saturday, Primary Collision Factor enforcement 1300-1700 / DUI Saturation, 1800-0000

12/19, Saturday, DUI checkpoint, 1800-0000

January

1/15, Saturday, Primary Collision Factor enforcement 1400-1800 / DUI Saturation 1800-0000

February

2/7, DUI Saturation Super Bowl Sunday 1400-2200

March

3/20 Saturday, Primary Collision Factor enforcement 1400-1800 /DUI Saturation, 1800-0000

April

National Distracted Driving Month

4/12, Monday, Primary Collision Factor enforcement 0900-1300 / Distracted Driving, 1300-1700

May

5/8, Saturday, Bike Pedestrian focus 1400-1800 / DUI Saturation, 1800-0000

July

7/16, Friday, Primary Collision Factor enforcement, 1400-1800 / DUI Saturation 1800-0000

August

Summer Mobilization 8/18-9/9

8/21, Saturday, Primary Collision Factor enforcement 1400-1800 / DUI Saturation 1800-0000

September

9/4, Saturday, Primary Collision Factor enforcement 1400-1800 / DUI Saturation 1800-0000



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: J.15
SUBJECT: Waste Management Smart Truck Program Presentation

Recommendation for Action: Staff recommends that the City Council receive an informational update from Kayla Rodriquez, Public Sector Manager for Waste Management of Woodland, regarding the Smart Truck program and the implementation of a residential-only pilot program on November 1, 2020.

Fiscal Impact:

Little if any anticipated fiscal impact to the City. Waste Management provides the City with a Franchise Fee of 15% of revenues. To the extent that the Smart Truck system increases revenues by increasing the number of surcharges applied or collected, the Franchise Fee would increase.

Staff Contact:

Rosie Ledesma, Environmental Resource Analyst, (530) 661-2059, rosie.ledesma@cityofwoodland.org

Background:

Waste Management (WM) provides street sweeping services and collection and disposal of trash, recyclables, and organic waste for the City of Woodland pursuant to the terms of the restated and amended franchise agreement between the City and Waste Management dated October 18, 2017.

Smart Truck Program

The company has developed technology it refers to as the Smart Truck program that utilizes “Third Eye” technology that includes still and video cameras on its collection trucks to assist with the identification and documentation of contaminated and overfilled recycling, organics, and trash collection carts without requiring the driver to leave the vehicle cab.

For the last several years, the amount of trash and contamination collected in recycling containers has increased due to changes in the types of materials collected, cleanliness of the materials, and in some cases, a lax mentality on separating recyclables. This, paired with stricter guidelines in the recycling market due to market restrictions caused by China’s National Sword policy, has caused recycling sorting facilities to slow down sorting lines, re-run materials for re-sorting, or reject loads altogether in order to capture clean, marketable materials. Without intervention, the new mixed organics recycling program could face the same level of contamination in the near future.

A main goal of this Smart Truck program is to reduce contamination in curbside recycling and organic waste containers in order to help meet statewide landfill diversion targets and provide cleaner, marketable materials to be recycled. The program also identifies apparent overfilled containers that result in spillage of contents when emptied, and often require WM drivers to exit the vehicles to pick up debris.

WM initially presented the Smart Truck program to the City in 2018, intending to implement the program first with commercial accounts and then with residential accounts. WM began using Smart Truck technology for

commercial accounts in Woodland in December 2018. However, rollout of the residential program was delayed due to a combination of technical issues and concerns by City staff that arose during the commercial rollout, which we intend to address soon with an amendment to the agreement.

Residential Program Surcharges to Begin January 1, 2021

As part of the Smart Truck program rollout, WM is proposing to institute fines for customers whose carts are either “contaminated” with material not suited for recycling or organic waste processing, or have containers that are deemed “overfilled.” Customers would be assessed a \$15 fine, per offending container, for each documented violation after two warning notices. Council approved these surcharges in 2018 in anticipation of the originally intended timeline for implementing the program.

WM intends to begin sending warning notices and assessing such fines after January 1, 2021, following a “Pilot” phase that will begin on November 1, 2020. During the 60-day Pilot phase, WM will send courtesy notices to inform customers that a problem has been identified with one or more of their carts, provide options for resolving recurring problems, and warn them that the problem may result in a fine.

Discussion:

State Regulatory Context

California’s Integrated Waste Management Act (AB 939) requires that all jurisdictions divert from the landfill at least 50% of their waste generated. Woodland has seen a decline in our waste diversion from 62% in 2012 to 53% in 2018. One contributing factor to the decline in our waste diversion is an increase in overall waste generation and residual waste (or contamination) in our recycling stream. Failing to meet the state mandated 50% diversion goal could result in fines to the City of \$10,000 per day.

Additionally, California’s latest bill, SB 1383, requires jurisdictions to reduce organic waste disposal 50% by 2020 and 75% by 2025. The bill requires jurisdictions to adhere to strict contamination monitoring requirements and initiate enforcement for noncompliance. Yolo County’s composting facility which processes Woodland’s organic waste, allows less than 1% contamination or may reject a truckload. The Smart Truck program reduces that risks, allows Woodland to fulfill some of SB 1383 requirements, and provides proper education for contamination prevention.

Experience with Commercial Smart Truck Program

The Smart Truck rollout in the commercial sector initially raised concerns about the standards used to determine overages and contamination, as well as the accuracy of the technology in identifying proper bins. Since its implementation in December 2019, we have worked with Waste Management to adopt reasonable standards, establish a review verification process, and use these opportunities for further customer education.

Feedback from Sustainability Advisory Committee

Waste Management presented the Smart Truck program to the Sustainability Advisory Committee at the March and August 2020 meetings. Committee members understood the program and its impacts to both the City and the community. Members expressed concerns, however, about several aspects of the program, including the punitive nature of using fines instead of incentives, technical issues related to the accuracy of the technology, and the abbreviated amount of time for the pilot phase of the program. Waste Management agreed to share

data following the pilot phase and will be providing an update on the progress of their outreach campaign at the next several committee meetings.

Franchise Agreement Issues

The Franchise Agreement (Agreement) does not specifically address a program such as the Smart Truck program and does not specifically address overfilled residential carts, or its process for applying warning notices and/or fines. The Agreement does address contaminated recycling and organics carts, but there is some ambiguity on whether the contaminated container should be either noticed and fined or rejected. We are working with the City Attorney and Waste Management to clarify these ambiguities and properly define the standards for which these fines are assessed and to prepare an amended Agreement that will be brought to the City Council in November for review and approval.

Conclusion:

Staff recommends that the City Council receive an informational update from Kayla Rodriguez, Public Sector Manager for Waste Management of Woodland, regarding the Smart Truck program and the implementation of a residential-only pilot program on November 1, 2020.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

Reviewed by: Brent Meyer, Acting Community Development Director



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 20, 2020
ITEM #: J.16
SUBJECT: Council discussion regarding November 23, 2020 Council Meeting

Recommendation for Action: Staff recommends that the City Council discuss options for the November 3, 2020 Council meeting.

Staff Contact:

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

Background:

At the October 6th Council meeting, Council Members had a brief discussion about cancelling the November 3rd meeting which falls on Election Day.

If Council decides to cancel the November 3rd meeting, the next regular meeting is scheduled for November 17th.

Council also has the option to hold a Special Council meeting between November 3rd and 17th.

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

Paul Navazio
City Manager

Attachments:

1. 2020 Council Meeting Calendar DRAFT

DRAFT - City Council Calendar - DRAFT

2020

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
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February						
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April						
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June						
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November						
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December						
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City Council Meeting (Regular)
City Council Meeting (Special)
Council Study Session (TBD)
Holiday

Cap to Cap (Apr 25- 29)
Summer Recess (July 22 - Aug 17)
League of CA Cities Conference (Oct 7-9)
Winter Recess (Dec 16 - Jan 3)