



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

February 16, 2021
6:00 PM

CITY COUNCIL - AMENDED TO ADD DUSTIN PEDROIA PROCLAMATION

PLEASE NOTE: The February 16, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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

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

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

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

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

Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Proclamation Honoring Dustin Pedroia

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation Honoring Dustin Pedroia.

3. SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Monica Pena-Villegas, Regional Assistant Director of the UC Davis Early Academic Outreach Program.

G. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of January 5, 2021 and January 19, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 5, 2021 and January 19, 2021.

5. SUBJECT: Sustainability Advisory Committee Minutes for December 13 and 16, 2020 Meetings

RECOMMENDATION FOR ACTION: Recommendation for Action: Staff recommends that the City Council receive minutes for the December 13 and 16, 2020 meetings of the Sustainability Advisory Committee.

6. SUBJECT: Fire Department Annual Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2020.

7. SUBJECT: Police Department Quarterly Status Report for the period of October 2020 through December 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for October 2020 through December 2020.

8. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2020.

9. SUBJECT: Resolution in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI).

10. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #2 with ICF for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study for an additional amount up to \$27,195.

11. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP #09-15; Approve Contract Amendment #8 with MBK Engineers for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #8 to the consultant services agreement with MBK Engineers (MBK) for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

12. SUBJECT: Approval of Final Map 5171, Cleveland Street Lofts, and Related Subdivision Improvement Agreement.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2. Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3. Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

13. SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the E. Main Street Improvement Project, CIP 13-05.

14. SUBJECT: Janitorial Services Three-Year Agreement and Additional Appropriation Request

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the Janitorial Services Three-Year Agreement with Spencer Building Maintenance, Inc. to perform janitorial services at six City facilities in the amount of \$102,820.00 per year, and 2) authorize an additional appropriation of \$7,237.00 from the General Fund (101) for the new janitorial services agreement costs for FY21.

15. SUBJECT: Approval of IT Pipes' Five-Year Software Licenses and Service Level Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the IT Pipes' Five-Year Software Licenses and Service Level Agreement with Infrastructure Technologies, LLC. for Sewer's Closed-Circuit Television (CCTV) software upgrades.

16. SUBJECT: Gibson Road Improvements Projects, CIP 20-01 and 20-08; Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08.

17. SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, Approve Environmental Document

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the Mitigated Negative Declaration, directing that a Notice of Determination be filed, adopting the Mitigation Monitoring Reporting Program and approving the proposed Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

18. SUBJECT: Accept the Local Road Safety Plan (LRSP) State Grant, Approve an Amendment to the FY 20/21 Capital Budget to Include the New Local Road Safety Plan Project, CIP 21-13 and Appropriate Measure F Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to accept the Local Road Safety Plan (LRSP) State Grant Funding in the amount of \$56,700, amend the FY 20/21 Capital Budget to include the new Local Road Safety Plan Project, CIP 21-13 and appropriate project funding (CIP #21-13) for FY21 in the amount of \$56,700 (Fund 351) and \$3,000 in Measure F matching funds (Fund 507).

19. SUBJECT: Final Acceptance and Notice of Completion for Woodland Regional Park Nature Trail, CIP 19-17

RECOMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the Woodland Regional Park Nature Trail, CIP 19-17, as complete and authorizing the City Clerk to file a Notice of Completion.

20. SUBJECT: Final Acceptance for ADA Swing/Parking Project, CIP 15-05 & 17-10

RECOMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the ADA Swing/Parking Project, CIP 15-05 & 17-10, as complete.

21. SUBJECT: Final Acceptance and Notice of Completion for Subdivision Final Map 5101, Calwest Phase 2

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5101, Calwest Phase 2, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

22. SUBJECT: Approve Consultant Agreement for the Matmor Road and E. Gum Avenue Rehabilitation Project; CIP 19-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 from FY 2022 to FY 2021 and 2) approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$440,000 for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05 and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$66,000).

23. SUBJECT: 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; Award Construction Contract and Construction Inspection Consultant Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Award a construction contract in the amount of \$4,264,778.50 to Wahlund Construction, Inc. for the 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) and authorize a contract contingency of up to 10% (\$426,478), and 2. Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$193,265.16, authorize a contingency of up to 10% (\$19,327), and authorize the City Manager to execute the agreement; and 3. Approve the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and 4. Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and 5. Authorize the City Manager to execute the two Pipeline Crossing Agreements (Agreements) with Union Pacific Railroad Company (UPRR).

H. PUBLIC HEARINGS

24. SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE TO MARCH 2, 2021 - Merritt 3/8 Development Agreement Rescindment and Reassignment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take action on the following 1) Conduct a public hearing; 2) Introduce and waive the first reading of Ordinance No. _____, rescinding the previous ordinance #1648 approving Development Agreement # 19-01 with Darkhorse Estates, LLC (authorized applicants); 3) Introduce and waive the first reading of Ordinance No. _____, approving a Development Agreement between the City of Woodland and The Florence Patricia Phillips Parmelee 1999 Family Trust, The Jane Victoria Cutis 2004 Family Trust, and The Scott A. Van Tassel 2017 Revocable Trust (owner), to develop the Merritt 3/8 property located within the Spring Lake Specific Plan Area.

I. REPORTS OF THE CITY MANAGER

25. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

26. SUBJECT: Pendegast Street and Bartlett Avenue Neighborhood Traffic Calming

RECOMENDATION FOR ACTION: Staff recommends that the City Council 1) Receive an update on the results of the neighborhood review and approval of the traffic calming plan and 2) Direct staff to complete the plans and specifications consistent with the November 10 letter to the residents and return to Council for approval of the bid package.

27. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Adopt CEQA Findings of Fact, adopt a Statement of Overriding Considerations, adopt a Mitigation Monitoring Plan, Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and approve the Woodland Flood Risk Reduction Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Adopt CEQA Findings of Fact, and 2. Adopt the Statement of Overriding Considerations, and 3. Adopt the Mitigation Monitoring Plan, and 4. Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and 5. Approve the Woodland Flood Risk Reduction Project.

28. SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2020/21 Budget.

29. SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2020/21 Budget Totaling \$19,631,573, and authorizing amendments to authorized positions as outlined in Exhibit B.

J. 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, February 16, 2021 was posted on Thursday, February 11, 2021 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: February 16, 2021
ITEM #: E.1
SUBJECT:



Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar (31)

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 20TH

SPECIAL MEETING - COUNCIL RETREAT

Discussion and Development of Priority Goals and Strategic Plan (2021-22)

MARCH 2ND

REGULAR MEETING

Presentations

Youth Empowerment Program (Jesse Salinas)

Public Hearing

Merritt 3/8 DA Rescindment and Reassignment (continued)

Consent Calendar

City Council Meeting Minutes of February 2, 2021 and February 16, 2021

Agreement between City and Yuba Community College District for Woodland College Promise Program

Passenger Van for Use at Yolo Wayfarer Center's Emergency Shelter

Replacement of six (6) Police Vehicles for Police Department

Accept Heritage Remainder Ph 2 (SM 5107) and CR-102 (Promenade to CR-102) projects as complete

Accept Oyang North (SM 5091) project as complete

Approve FM 5106, Spring Lake Central 3, and associated Subdivision Improvement Agreement

Regular Calendar

Authorize contract for the Permanent Supportive Housing Site Infrastructure Project, CIP #19-22

MOU with Friends of the Mission - Permanent Supportive Housing Site, CIP #19-22

City Funding for Permanent Supportive Housing Project at East Beamer Way Development

MARCH 16TH

REGULAR MEETING

City Council Priority Goals / Strategic Action Plan

Mayor/Mayor Pro Tem Rotation

Future Topics / Study Sessions:

TBD Spring Budget Workshop (April) Research and Tech Park Check-In (April) Investment Policy Workshop Comprehensive Zoning Update Tree Ordinance Update Redistricting (July)	
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: F.2
SUBJECT: Proclamation Honoring Dustin Pedroia

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation Honoring Dustin Pedroia.

Background:

Dustin Pedroia was born on August 17, 1983 to Guy and Debbie Pedroia. Dustin was raised in Woodland and throughout his childhood he excelled in athletics, particularly baseball. Upon graduating from Woodland High School, Dustin attended Arizona State University on an athletic scholarship where he played second base for the ASU baseball team. Dustin was drafted by the Boston Red Sox during the 2004 Major League Baseball (MLB) draft and went on to shine as a second baseman and leadoff batter. His MLB achievements include 2007 Rookie of the Year, Topps Major League Rookie All-Star, American League MVP, Gold Glove and Silver Slugger awards.

After 14 seasons in the Major Leagues, Dustin has retired as a player with the Boston Red Sox and from major league baseball. To acknowledge his outstanding achievements and notable character on and off the field the City Council wishes to present Dustin Pedroia with this proclamation.

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

Ken Hiatt
City Manager

Attachments:

1. Proclamation

CITY OF WOODLAND
PROCLAMATION HONORING DUSTIN PEDROIA

WHEREAS, Dustin Pedroia was born in Woodland on August 17, 1983 to Guy and Debbie Pedroia; and;

WHEREAS, Dustin, at an early age, displayed such baseball talent and played Little League, Babe Ruth League in Woodland amassing tremendous recognition for his baseball skills; and;

WHEREAS, Dustin Pedroia attended Woodland High School and played football and baseball. His football career ended as a freshman quarterback after a hit from future All-Pro NFL linebacker Lance Briggs shattered his ankle. As a senior baseball player, Dustin compiled a .445 batting average while going the entire season without a strike out and was chosen as the league's Most Valuable Player; and;

WHEREAS, upon high school graduation Dustin was the recipient of an athletic scholarship to play baseball for Arizona State University where in his three years at ASU, never hit below .347 and had a career average of .384, starting all 185 games. To help ASU recruit better pitchers, Dustin demonstrated his character by relinquishing the last two years of his athletic scholarship. Dustin was also named ASU On Deck Circle Most Valuable Player; and;

WHEREAS, Dustin was drafted by the Red Sox in the second round of the 2004 Major League Baseball Draft, and was the 65th draft pick overall. During three seasons in Minor League Baseball, Dustin batted .308 while playing second base and shortstop. He spent 2004 with the Class A Augusta GreenJackets and Class A-Advanced Sarasota Red Sox, part of 2005 with the Double-A Portland Sea Dogs, and parts of 2005 and 2006 with the Triple-A Pawtucket Red Sox; and;

WHEREAS, Dustin became the starting second baseman for the Boston Red Sox in 2007 winning the American League Rookie of the Year award and was selected to the 2007 Topps Major League Rookie All-Star Team; and;

WHEREAS, in Game 7 of the 2007 American League Championship Series Dustin went 3 for 5 including a double, homerun and five RBI's to secure the Red Sox's spot in the World Series.

WHEREAS, Dustin led off Game 1 of the 2007 World Series against the Colorado Rockies series with a homerun, making him only the second player, and the first rookie in history to lead off the Series with a home run. The Red Sox went on to win their second World Series title in four seasons – and the first World Series championship for Dustin; and;

WHEREAS, Dustin shined both defensively and offensively during the 2008 regular season, and was awarded the American League MVP, Gold Glove and Silver Slugger awards. That season he hit .326 with 17 homers and stole 20 bases on 21 attempts. He also had a great defensive season making only six errors through 157 games; and

WHEREAS, after 14 seasons, all with the Boston Red Sox, Dustin has retired as a player with the Boston Red Sox and from major league baseball; and

WHEREAS, Dustin has also commendably represented our great City of Woodland as a hometown hero; and

WHEREAS, Dustin has accomplished all this while being a great role model for those young people who wish to emulate his great character and aspire to a similar level of athletic and professional greatness; and;

WHEREAS, as residents and officials of the City of Woodland, we have all benefited immensely from Dustin's dignified and proud representation of our city.

NOW THEREFORE, the City of Woodland, California, asks all our city residents to join us in proudly honoring and celebrating Dustin Pedroia for his profound accomplishments and inspiring example of commitment to excellence and wish him and his family well in his retirement as a professional baseball player.

Dated: February 16, 2021

Tom Stallard, Mayor

Mayra Vega, Mayor Pro Tempore

Vicky Fernandez, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: F.3
SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Monica Pena-Villegas, Regional Assistant Director of the UC Davis Early Academic Outreach Program.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.4
SUBJECT: City Council Meeting Minutes of January 5, 2021 and January 19, 2021

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 5, 2021 and January 19, 2021.

Staff Contact:

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

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

Ken Hiatt
City Manager

Attachments:

1. 01.05.2021 DRAFT Minutes
2. 01.19.2021 DRAFT Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, January 5, 2021

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The January 5, 2021 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.

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

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

Meeting ID: 997 5902 6181

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

Present: Fernandez, Lansburgh, Vega and Mayor Stallard

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Fernandez.

D. COMMUNICATIONS - PUBLIC COMMENT

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

None.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Member/Staff.

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Police Department Chief's Advisory Board (CAB)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Woodland Police Department's Chief's Advisory Board regarding its utilization to assist in the formation of strategies, development of community policing concepts and increasing public awareness.

Received a presentation from Police Chief Derrek Kaff on the Woodland Police Department's Chief's Advisory Board regarding its utilization to assist in the formation of strategies, development of community policing concepts and increasing public awareness.

G. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of December 1, 2020, December 8, 2020 and December 15, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 1, 2020 and December 15, 2020 and Special City Council Meeting of December 8, 2020.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 1, 2020 and December 15, 2020 and Special City Council Meeting of December 8, 2020.

4. 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.

Received the minutes of the Planning Commission Meeting Minutes of September 17, 2020.

5. SUBJECT: Public Works Quarterly Status Report for the period of September through November 2020

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

Accepted the Public Works Quarterly Status Report for the period of September through November 2020.

6. SUBJECT: Salary Schedule effective January 1, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2021.

Approved the City of Woodland Salary Schedule effective January 1, 2021.

7. SUBJECT: Communications Manager Job Description

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Job Description for Communications Manager and authorizing its Inclusion in the List of Approved Positions for the FY2020/21 Budget.

Adopted RESOLUTION NO. 7619, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A JOB DESCRIPTION FOR COMMUNICATIONS MANAGER IN THE CITY MANAGER'S OFFICE.

8. SUBJECT: Security and Access Policy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Security and Access Policy. This item is informational only.

Received the Security and Access Policy. This item was informational only.

9. SUBJECT: Nomination of SACOG Green Zones

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, authorizing the following actions: 1) Reaffirm the City's commitment to helping the State of California and the Sacramento Area Council of Governments (SACOG) region reach its current 19 percent greenhouse gas reduction goal through implementation of the Green Means Go pilot project; 2) Adopt the following named areas as Woodland Green Zones: Area 1: Main St. @ West St. to Cleveland St.; Area 2: Main St. @ 2nd St. to Cleveland St.; Area 3: Main St., Second St. to East St.; Area 4: East St., Main St. to Lemen Ave.; Area 5: East St. @ Lemen Ave. to E. Beamer St.; Area 6: East St. @ Main St. to Gum Ave.; Area 7: East St. @ Gum Ave. to County Fair Mall; and Area 8: Main St. @ West St. to County Road 98; 3) Authorize the City Manager to propose amendments to the adopted Greens Zones to the SACOG Executive Director.

Adopted RESOLUTION NO. 7620, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACHIEVE GREEN ZONES RECOGNIZED BY THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

10. SUBJECT: Beeghly Ranch Lot D & G Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$129,720.00 for the Beeghly Ranch Lot D & G Subdivision Improvements; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

Adopted RESOLUTION NO. 7621, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AGREEMENT WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

11. SUBJECT: Professional Services Agreement for Housing Consultant Services with NeighborWorks Sacramento HomeOwnership Center

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving (1) an additional appropriation of \$20,000 from the Housing Assistance Fund (326), (2) a professional services agreement with NeighborWorks Sacramento HomeOwnership Center in the amount of \$50,000 to provide housing consultant services for the City's first time homebuyer loan assistance program, and (3) a new purchase price limit of \$390,000 for the City's loan assistance program.

Adopted RESOLUTION NO. 7622, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NEIGHBORWORKS SACRAMENTO HOMEOWNERSHIP CENTER IN THE AMOUNT OF \$50,000 TO PROVIDE HOUSING CONSULTANT SERVICES FOR THE CITY'S FIRST TIME HOMEBUYER LOAN ASSISTANCE PROGRAM AND INCREASING THE PROGRAM'S PURCHASE PRICE LIMIT TO \$390,000.

12. SUBJECT: Professional Services Contract Amendment 1 for the Water Pollution Control Facility Master Plan (WPCF MP) Phase 1 Project, CIP 14-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to approve Amendment 1 to the professional services contract in the amount not-to-exceed \$35,266 with Brown and Caldwell to expand the flow and loading scope of the WPCF MP Phase I contract.

Adopted RESOLUTION NO. 7623, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENT 1 WITH BROWN AND CALDWELL TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT TO PREPARE PHASE I OF THE WATER POLLUTION CONTROL FACILITY MASTER PLAN, CIP #14-07.

H. REPORTS OF THE CITY MANAGER

13. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

Received an update on COVID-19 from Yolo County Health Officer Dr. Aimee Sisson.

14. SUBJECT: District Attorney's Five-Point Plan to Reduce Homelessness

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, supporting District Attorney Jeff Reisig's Five-Point Plan to Reduce Homelessness.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Vega and carried unanimously on a 3-1 roll call vote, Council Members adopted RESOLUTION NO. 7624, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SUPPORTING YOLO COUNTY DISTRICT ATTORNEY'S FIVE-POINT PLAN TO REDUCE HOMELESSNESS.

AYES: Members Lansburgh, Vega and Mayor Stallard

NOES: Member Fernandez

15. SUBJECT: Waste Management Service Issues Update and Annual Rate Adjustment (Continued from December 15, 2020)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on recent Waste Management service issues and adopt Resolution No. _____, to: 1) receive the Waste Management 2021 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2021 rate adjustments approved.

This item was not approved and will come back to Council at a later date.

I. ADJOURN

Meeting adjourned at 09:09 PM in memory of George "Frenchy" Carrere, Rich Rominger, Marshall McKay and Pastor Richard Sinclair.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, January 19, 2021

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The January 19, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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

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

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

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

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

Meeting ID: 997 5902 6181

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

Present: Members, Fernandez, Lansburgh, Vega and Mayor Stallard

Absent: None

All Council Members present via roll call vote.

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Lansburgh.

D. COMMUNICATIONS - PUBLIC COMMENT

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

Read two (2) emails that were submitted regarding Waste Management.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Dr. Martin Luther King Jr. Poetry Contest Winners

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation of the 2021 Dr. Martin Luther King Jr. poetry contest winners.

Received a presentation of the 2021 Dr. Martin Luther King Jr. poetry contest winners. Poems of Peace winners Lucas Sanchez, 7th grader from Holy Rosary School and Talia Rae Sanchez, 10th grader from Woodland High School each read their winning poems.

G. CONSENT CALENDAR

3. SUBJECT: Sustainability Advisory Committee November 2020 Meeting Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the November 2020 meeting of the Sustainability Advisory Committee.

Received Sustainability Advisory Committee meeting minutes of the November 2020.

4. SUBJECT: Community Services Department Quarterly Status Report for the period of October through December 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Council Member Lansburgh commended Community Services Director Christine Engel and her staff for a comprehensive report under these Covid conditions. Mayor Pro Tem Vega also thanked Christine and staff for putting together the report and had a suggestion for future reports and suggested including the number of individuals served.

Received the Community Services Department Quarterly Status Report.

5. SUBJECT: COVID 19 Prevention Program Policy

RECOMMENDATION FOR ACTION: Staff recommends that the Council receive the COVID-19 Prevention Program (CPP).

6. SUBJECT: FMLA Leave Expansion and Emergency Paid Sick Leave Policy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Modifying and Extending the FMLA Leave Expansion and Emergency Paid Sick Leave Policy.

Council Member Fernandez asked if staff would consider extending the policy beyond the March 31, 2021 date. City Manager responded and indicated that staff will continue to monitor the March 31st date which aligns with Federally prescribed date. Adopted RESOLUTION NO. 7625, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MODIFYING AND EXTENDING THE FMLA EXPANSION AND EMERGENCY PAID SICK LEAVE POLICY.

7. SUBJECT: Amendment #2 to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the second amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library. The total contract amount shall be \$105,665.

Council Member Lansburgh asked if there has been a decrease or increase in incidents occurring at the Library over the last year and effectiveness of this security detail. City Manager Ken Hiatt address these concerns.

Adopted RESOLUTION NO. 7626, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE SECURITY PROFESSIONAL SERVICE AGREEMENT WITH ALLIED UNIVERSAL SECURITY SERVICES.

8. SUBJECT: Appropriation of Funds to the Fiscal Year 2020/21 Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$12,000 to Fund 365 for the Clean Air Funds Grant for fiscal year 2020/21, and authorize appropriation of the same \$12,000 to Fund 012.

Adopted RESOLUTION NO. 7627, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2020/21 CLEAN AIR FUNDS GRANT BUDGET.

9. SUBJECT: Prop 68 General Per Capita Grant Application Authorization, CEQA Exemption, Contract Authorization, and Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Adopt Resolution No: _____, to authorize the filing of project applications for Per Capita program grant projects as a part of the General Per Capita Program through the State of California Department of Parks and Recreation, and,
- 2) Adopt Resolution No: _____, approving a notice of exemption of filing for the two applications for the General Per Capita Program, and
- 3) Adopt Resolution No. _____, authorizing the City Manager to execute a contract with PlayPower, Inc. in the amount not to exceed \$200,000 through a cooperative purchasing agreement, and
- 4) Adopt Resolution No. _____, authorizing a budget appropriation of \$177,952 for the General Per Capita Grant to the State Grant Fund (325) for fiscal year 2021/2022.

Adopted RESOLUTION NO. 7628, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS; RESOLUTION NO. 7629, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A NOTICE OF EXEMPTION FOR FILING OF AN APPLICATION FOR THE GENERAL PER CAPITA GRANT PROGRAM FOR THE TRAYNHAM PARK AND EVERMAN PARK PLAY STRUCTURE REPLACEMENT PROJECTS; RESOLUTION NO. 7630, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PLAYPOWER, INC. IN THE AMOUNT NOT TO EXCEED \$200,000 THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL CONTRACT #030117-LTS; and RESOLUTION NO. 7631, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A NOTICE OF EXEMPTION FOR FILING OF AN AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2021/2022 PROP 68 GENERAL PER CAPITA GRANT BUDGET.

10. SUBJECT: Waste Management Service Issues Update and Annual Rate Adjustment (Continued from December 15, 2020)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) receive the Waste Management 2021 rate adjustment information, 2) accept it as complete and adequate, 3) deem the proposed 2021 rate adjustments approved, and 4) direct City Manager to take such steps as necessary to memorialize Waste Management's commitment to grant a bill adjustment to residential customers for the service interruptions experienced in late 2020.

Adopted RESOLUTION NO. 7632, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE REQUEST FOR THE 2021 ANNUAL RATE ADJUSTMENT BY WASTE MANAGEMENT.

11. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5075, Calwest Phase 1.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5075, Calwest Phase 1, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Council Member Vega recused herself from this item, as her residence lies within 500 square feet of this project.

Items No. 3 through 10: On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried on a 3-1 roll call vote, Council Members adopted Consent Calendar Items No. 3 through 11.

AYES: Members Fernandez, Lansburgh, Vega and Mayor Stallard

NOES: None

Item No. 11: On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried on a 3-1 roll call vote, Council Members adopted RESOLUTION NO. 7633, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION MAP NUMBER 5075 (CALWEST PHASE 1).

AYES: Members Fernandez, Lansburgh and Mayor Stallard

NOES: None

ABSTAIN: None

ABSENT: Member Vega

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

Received an update and discussed next steps.

13. SUBJECT: SB 1383 (Short-lived Climate Pollutants) Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on new state regulations related to SB 1383 (Short-Lived Climate Pollutants) focused on landfill-generated methane emissions reductions, including food waste prevention and edible food recovery.

Received presentation from Rosie Ledesma, Conservation Coordinator regarding the new state regulations related to SB 1383 (Short-Lived Climate Pollutants) focused on landfill-generated methane emissions reductions, including food waste prevention and edible food recovery.

14. SUBJECT: Appointment of Council Member to fill District 3 Vacancy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council complete the appointment process by selecting one of the candidates to fill the vacant District 3 Council seat.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Vega and carried on a 4-0 roll call vote, Council Members appointed Tania Garcia-Cadena to fill the District 3 Council vacancy.

AYES: Members Fernandez, Lansburgh, Vega and Mayor Stallard

NOES: None

I. ADJOURN

Meeting adjourned at 7:29 PM in memory of Woodland resident James Glica-Hernandez, Officers Brian Sicknick and Howard Liebengood who were casualties at the insurrection on January 6, 2021, and Sacramento County Deputy Sheriff Adam Gibson as well as his K-9 partner Riley. Mayor Stallard also asked that we conclude the meeting with a prayer for peace that the inauguration tomorrow bring new hope to all of us and turn the page and move on as a country to times where we can achieve higher level of unity.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.5
SUBJECT: Sustainability Advisory Committee Minutes for December 13 and 16, 2020 Meetings.

Recommendation for Action: Staff recommends that the City Council receive minutes for the December 13 and 16, 2020 meetings of the Sustainability Advisory Committee.

Staff Contact:

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

Fiscal Impact:

None.

Background:

City Council Resolution #7236 established the Sustainability Advisory Committee on March 5, 2019. The resolution charged the committee to hold regular, public meetings to:

- Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to Climate Action Plan (CAP) implementation.
- Advise and assist staff on sustainability program design and implementation.
- Serve as a forum for public input and feedback on issues related to sustainability and CAP implementation.
- Assist staff in promoting community-wide CAP implementation.
- Such other duties as the Council may from time to time decide.

In compliance with the Brown Act, meeting agendas and minutes are publicly available on the City's Web site at <http://www.cityofwoodland.org/1115/Sustainability-Advisory-Committee>. Additionally, following the August 2020 meeting of the committee, staff will regularly transmit its minutes to Council. Items of greater urgency, or pertaining to matters already on their way to Council, will be transmitted separately or as part of the relevant staff report.

Discussion:

This staff report transmits minutes for the December 13 and 16, 2020 meetings of the Sustainability Advisory Committee.

One item of note is included with these minutes:

- The December 13, 2020 meeting was a special meeting for the purpose of reviewing informal presentations by work plan development subcommittees and discussing approaches for integrating them into a long-range work plan for the committee. The agenda includes Item 5: Subcommittee reports on recommendations for priority Work Plan items. Subcommittee presentation material is appended to the minutes.

Conclusion:

Staff recommends that the City Council receive minutes for the December 13 and 16, 2020 meetings of the Sustainability Advisory Committee.

Prepared by: Ken Loman, Environmental Sustainability Manager

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



Ken Hiatt
City Manager

Attachments:

1. 2020 12-16 Minutes - Woodland Sustainability Advisory Committee
2. 2020 12-13 Minutes - Woodland Sustainability Advisory Committee



**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – DECEMBER 16, 2020
VIA TELECONFERENCE**

1. Call to Order

The meeting was called to order at 6:03 p.m.

2. Roll Call

Members Present: Mark Aulman, Liza Grandia, Allison Martin, Catalina Munoz, Sara Schremmer, Raul Tadler, Robert Ullrey

Absent: Rolf Frankenbach

Staff Present: Rosie Ledesma, Ken Loman, Stephen Coyle

Special Guests: Kayla Rodriguez

3. Public comment

None.

4. Discussion of meeting management (Information/Action Item)

The Chair noted that some recent discussions and presentations ran long and shared that he will be holding to some standards for future meetings, particularly holding presentations and discussions to the time limits indicated on agendas.

5. Member reports (Information Item)

Aulman: Mark noted that the committee's meeting times have not been update to the third Wednesday of the month on the City's Web site.

There were no other member reports.

6. Staff reports (Information Item)

Ken recommended that members watch the section of the City Council's December 15th meeting pertaining to the annual rate adjustment requested by Waste Management and noted that this item (on which the committee was briefed at its December 13th meeting), which is normally non-controversial, was tabled by Council following a lively discussion of recent service issues.

He also reported that the December 10th meeting of the Yolo Climate Compact featured speakers from the City of Oakland and other on the topic of "Building Equity into Climate Planning" and recommended members visit the County Web site and view the meeting.

Finally, Ken noted that the City's recycling calendars are available and that he would have them sent to members.

7. Update from Waste Management (Information Item)

Kayla Rodriguez reported on changes in scheduling for green waste street pile pickup and street sweeping service to every other week through the end of leaf drop season at the end of January due to COVID-19 related quarantine of staff reducing staff levels. She noted that they are only able to field one crew for each service instead of the two crews they normally field, and that the sweepers are now following brush crews so they are no longer sweeping around piles. She will notify the City if anything changes.

Mark indicated that he had received the email sent by Waste Management explaining these illness issues and thought that was a good proactive communications effort.

8. Approve Minutes for November 18, 2020 (Action Item)

Mark noted a typo in Item #4 that Ken corrected in the draft.

On a motion by Robert Ullrey, seconded by Raul Tadler, and carried on a 7-0-1 vote, committee members approved the minutes for the October 14, 2020 meeting, as corrected.

Ayes: Aulman, Grandia, Martin, Munoz, Schremmer, Tadler, and Ullrey

Noes: None

Absent: Frankenbach

9. Approval of Draft Work Plan (Information/Action Item)

Mark suggested that the sub-committees regroup to prioritize items and assess timelines for getting items done, and should send that to Ken for compilation. Robert suggested members review list and identify items for ad hoc workgroups and scope, and return that as well to Ken. Raul asked about process for creating ad hoc work groups and asked if non SAC members can participate standing committees, ad hoc committees, or work groups. Ken said he would check with the City Attorney and update the committee when that information is available.

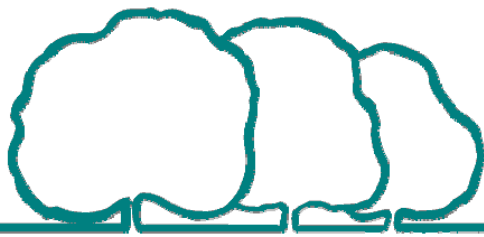
Ken noted that the list had some gaps related to several policy areas including energy use in existing buildings as well as new, transportation, environmental justice, and public engagement. He also indicated that staff has been interested in establishing a business recognition program, which could be a program suitable for adding to the committee's work plan.

10. Discuss long-range calendar

Liza asked if presenters could provide presentations ahead of time. Mark reminded members to look at the Mayor's comments during the December 15th City Council meeting and that he would put something on the next agenda for discussion.

11. Adjourn

Meeting adjourned at 7:15 p.m.



**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – DECEMBER 13, 2020
VIA TELECONFERENCE**

1. Call to Order

The meeting was called to order at 1:00 p.m.

2. Roll Call

Members Present: Mark Aulman, Rolf Frankenbach, Liza Grandia, Catalina Munoz, Sara Schremmer, Raul Tadler, Robert Ullrey

Absent: Allison Martin

Staff Present: Ken Loman

3. Update on upcoming City Council item regarding Waste Management annual rate adjustment (Information Item)

Ken informed the committee that the City's franchise agreement with Waste Management allows for annual rate adjustments related to any increase in the consumer price index over the prior year and any increases in the gate fees (also called "tipping fees") charged by the county for access to the landfill. While these adjustments are not usually controversial, Ken indicated that this year the item is likely to attract significant discussion due to service issues, particularly related to green waste street pile pickups and street sweeping due to the effects of the COVID-19 pandemic on Waste Management's operations during leaf season. Although these issues are not related technically to the rate adjustment item on the Council's agenda, the item provides an opportunity for discussion, and could cause Council approval of the rate adjustment to be delayed.

4. Introduction (Information Item)

Committee Chair Mark Aulman stated that this special meeting of the committee was called for the purpose of integrating the work of the work plan development subcommittees into a discussion draft that can be circulated to City staff and Council members for comment. Following the discussion at the November meeting of the committee, committee members were surveyed for availability and this meeting time was selected by the Chair based on the results of that survey. The goals of the meeting are to review the work of the work plan development subcommittees and begin merging those efforts into a single draft work plan to coordinate the committee's priorities with the City Council and staff and to guide the committee's long-range efforts.

5. Sub-committee reports on recommendations for priority Work Plan items (Information Item)

Each of the three sub-committees presented their priority work plan items (presentations are attached to these minutes).

6. General discussion and work plan development (Information/Action Item)

To begin the discussion of general priorities, Mark asked each member to indicate one or two priorities they would like to see addressed in the work plan:

- Grandia: Environmental accessibility of City facilities, especially flooring
Use of fruit trees as City trees
- Tadle: Sustainability issues related to City purchases (e.g. cars)
Online availability of City services and benefits
- Frankenbach: Increasing tree canopy
Broader electric vehicle usage
- Schremmer: Also broader EV usage
Equity and accessibility
- Ullrey: Vetting of ideas and best practices by local residents
- Munoz: Workforce development program
- Aulman: Evaluation of existing City policies and programs
Equitable distribution of the benefits of programs

The committee then discussed ideas for how to proceed, given the large number of items included in the sub-committee presentations. Ideas included aggregating the sub-committee presentations, comparing the list with City Council Priority Goals, establishing some form of baseline, and identifying long-term and short-term project ideas. Several individual members had additional suggestions: Rolf suggested breaking out process items from program ideas; Sara noted that some things have no end dates and are ongoing work while other items do have end dates, and identifying test projects might be helpful; Liza suggested identifying “winnable” projects; Robert suggested that the work plan should be more than just an aggregation of the sub-committee lists and should identify priorities for the committee as a whole, such as an annual report on the status of the CAP.

The discussion also identified the need for new sub-committees to replace those charged with work plan development, including potential sub-committees for policy, program development, and outreach. The question was raised whether these would be standing committees subject to Brown Act requirements or ad-hoc committees based on specific short-term charges; no conclusion was reached.

Mark asked if members had any last comments prior to adjournment of the meeting.

Grandia: the committee needs to decide how to prioritize project ideas with the pandemic in mind, as well as other larger-scale issues such as food insecurity and jobs. Also, noted that the City does not have a broader environmental action plan.

Munoz: would like to see committee, and City, priorities align with the United Nations’ 17 Goals for Sustainable Development.

Frankenbach: would like the committee to review the City’s Climate Action Plan goals and supporting documents.

Schremmer: on other matters, would like to receive information or have a presentation to the committee on the regional park project.

Tadle: raised question of how mental health issues relate to sustainability policies and programs, pointed out need to move toward restoration and resilience, and noted that all members are itching to get tasks done which highlights the need to identify the most urgent ideas that can be addressed most quickly.

Aulman: would like to maximize electrification in buildings and transportation.

7. Adjourn

Meeting adjourned at 3:51 p.m.

Item #5 - Subcommittee #1

Committee Charge Item #1: Sustainability Policy and CAP Implementation Feedback
Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to CAP implementation.

POTENTIAL GOALS:

Communication: Develop and improve a communication network between the Committee and City Council

Council Sustainability Focus: Ensure that sustainability remains a key issue for City Council

Sustainability Aspect of Policies and Procedures: Ensure that sustainability is included as a component of all City policies and procedures

POTENTIAL SUPPORTING TASKS:

Communication
• Provide quarterly updates to City Council on Committee activities • Receive notice from City staff regarding pending City Council discussion on issues pertaining to sustainability policy and CAP implementation • Develop system for delivery of regular communications to the City Council
Council Sustainability Focus
• Designate committee member(s) to review City Council and City commission agendas and notify the committee regarding items of interest should they wish to comment as individuals
Sustainability Aspect of Policies and Procedures
• Research sustainability policies of comparable cities and make recommendations to City Council regarding best practices and policies consistent with the CAP • Assist in the development of sustainability policies and best practices that, at the very minimum, meet the standards and support the goals of the CAP • Develop a streamlined evaluation process examining how existing and proposed policies and projects demonstrate consistency with the CAP and issues related to adaptation and resilience in a quickly-changing climate. • Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit policies, carbon neutrality policies, reach codes, etc. • Research model ordinances from other jurisdictions addressing urban heat island effects (cool roofs, cool pavement, green roofs, etc.)

A few months ago our sub-committee met to discuss our proposed tasks and vote on ranking the tasks. The results were as follows:

Tasks	Ranking Score
Assist in the development of sustainability policies and best practices that, at the very minimum, meet the standards and support the goals of the CAP	10
Develop a streamlined evaluation process examining how existing and proposed policies and projects demonstrate consistency with the CAP and issues related to adaptation and resilience in a quickly-changing climate	10
Develop system of regular communications with the City Council	7
Research sustainability policies of comparable cities and make recommendations to the committee regarding best practices and policies consistent with the CAP	5
Provide quarterly updates to City Council on Committee activities	5
Receive notice from City staff regarding pending City Council discussion on issues pertaining to sustainability policy and CAP implementation	4
Designate committee member(s) to review City Council and City commission agendas and notify the committee regarding items of interest should they wish to comment as individuals	4

The first two items in red will be within the composition of regular communication with City Council.

For the last item - Sara has volunteered to review City Council and City Commission agendas and will notify the committee regarding items of interest.

Next Steps:

Tasks
Assist in the development of sustainability policies and best practices that, at the very minimum, meet the standards and support the goals of the CAP • Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit polices, carbon neutrality policies, reach codes, etc. •
Develop a streamlined evaluation process examining how existing and proposed policies and projects demonstrate consistency with the CAP and issues related to adaptation and resilience in a quickly-changing climate • Evaluate existing evaluation processes in place in collaboration with City staff and evaluate how the existing process supports consistency with CAP. • Look at opportunities to improve and streamline the evaluation processes • Evaluate policies such as an electric vehicle charging policies, green fleet policies, transit polices, carbon neutrality policies, reach codes, etc. • Provide recommendations to the committee on how to streamline the evaluation process to be more consistent with the environmental justice principles and CAP.
Develop system of regular communications with the City Council • Evaluate existing communication plan with the City Council • Provide quarterly updates to City Council on Committee activities • Receive notice from City staff regarding pending City Council discussion on issues pertaining to sustainability policy and CAP implementation
Research sustainability policies of comparable cities and counties and make recommendations to the committee regarding best practices and policies consistent with the CAP • Research comparable cities sustainability policies, evaluate, and provide recommendation to the Committee and city staff on proposed polices.

Repository of sustainability policies?

Item #5 - Subcommittee #2

Sustainability Advisory Committee

Programs Subcommittee Workplan Priorities

Provide comments, feedback, and recommendations to the City Council on sustainability policy and issues related to CAP implementation.

Advise and assist staff on sustainability program design and implementation.

Serve as a forum for public input and feedback on issue related to sustainability and CAP implementation.

Assist staff in promoting community-wide CAP implementation.

Programs Subcommittee Priorities: 1

A) Evaluate current and proposed City policies for consistency with the Climate Action Plan (CAP)

This should apply to current and future policies. *Current idea:* examine vehicle purchase programs of City departments, such as the Woodland Police Department, to evaluate and promote plans to transition to more environmentally-friendly vehicles.

B) Identify/prioritize opportunities to plant trees to increase the City's tree canopy and reduce heat islands

Increasing canopy is a component of the 2035 CAP and a goal of the Urban Forest Master Plan (increase from current 15% to 25%). Can be carried out in a short period. Demonstrate capability of SAC. Opportunity to partner with Woodland Tree Fndn.

C) Review and assess City Council priority goals for the 2035 Climate Action Plan

With staff assistance, evaluate key performance indicators relevant to the attainment of the Council's Priority Goals as detailed in the August 10, 2019 Study Session. Report to Council, with analysis of Strengths, Weaknesses, Opportunities and Threats (SWOT).

D) Explore program and project concepts to meet CAP targets

Programs Subcommittee Priorities: 2

A) Coordinate with staff to access to information about City sustainability policies and regulations

This may fall under the objectives for the Sustainability and CAP Subcommittee, but it will be beneficial to have direct access to support the task outlined in Tier-One (e.g. transition to environmentally-friendly vehicles)

B) Identify locations for electric vehicle charging stations and apply for grants to fund new installations

Converting from gasoline and diesel powered vehicles to electric vehicles is crucial to achieving meaningful GHG emission reduction targets. EV usage depends on the availability of conveniently located public charging stations.

C) Explore new opportunities to partner with Valley Clean Energy (VCE)

The City has the opportunity to encourage residents and businesses to opt-up to 'Ultra-Green' (100 percent clean and carbon-free electricity) provided by VCE. In addition, the City and VCE may collaborate on programs, grant funding and outreach.

D) Evaluate City policies and programs in relation to meeting CAP targets

Programs Subcommittee Priorities: 3

A) Prioritize and examine Woodland’s sustainability policies compared to other cities

This evaluation includes policies to improve progress toward 2035 CAP goals, such as policies to maximize renewable/carbon-free electricity use, waste management, and preservation of trees and natural habitats.

B) Evaluate current City programs and recommend options to increase cross-departmental integration

Increasing the integration of existing sustainability programs across City departments can accelerate the attainment of CAP goals.

C) Explore incentives to encourage transition from gasoline-powered to electric landscaping equipment

Small gasoline engines in landscaping equipment create disproportionately large impact on GHG emissions, air pollution, toxic dust and noise. The City should explore ways to promote the transition to electric battery powered devices.

D) Provide recommendations for program implementation to meet CAP targets

Programs Subcommittee Priorities: 4

A) Identify funding and other resources to address potential programs and projects to support CAP goals

Helping the City find resources and funding to meet CAP goals is an important task for the Sustainability Advisory Committee.

B) Develop educational tools to help Woodland residents calculate and minimize their carbon footprint

Using Cool Davis tools as a model, show Woodland residents ways to optimize home energy efficiency, save money, and do their part to meet CAP goals. This can make the CAP visible and personally relevant to Woodlanders.

C) Receive regular updates from staff regarding potential CAP-targeted projects

Item #5 - Subcommittees 3 & 4

1. Serve as a forum for public input and feedback on issues related to sustainability and CAP implementation.
2. Assist staff in promoting community-wide CAP implementation.

Proposal to combine 3 & 4

Serve as a nexus for public input, feedback, and education about collective and individual contributions to environmental sustainability and CAP implementation.

Objectives (process, people)

- Help cultivate community enthusiasm for CAP implementation and environmental sustainability.
- Identify resources to support the promotion of relevant activities and events.
- Collaborate with stakeholders and community institutions to advance sustainability efforts.
- Support City of Woodland staff in implementing relevant community outreach and engagement.
- Develop tech-savvy mechanisms for efficient and inclusive participation.



Pandemic virtual workplan (6-9 months?)

- Encourage city council to sustain adequate staffing to work systematically over the next year with key players, social and economic groups. **Result = 5**
- Host a virtual forum to discuss and amend the annexes of the Climate Action Plan. **Result = 7**
- Develop a plan for publicizing City projects and modeling environmentally sustainable behavior, including CAP implementation. **Result = 24-15 = 9**
- Identify stakeholders and determine a legally acceptable way to list and introduce non-profit and grassroots environmental groups and provide them with free meeting space, announcements via the City. **Result = 11.** *(nb: coalition/clearinghouse model of Cool Davis)*
- Identify, recruit and organize environmental professionals in the community (researchers at UC Davis, state workers, etc.) to update and involve them in city actions, subcommittees, create opportunities for collaboration, and develop other networking synergies. **Result = 13**

Creative post-pandemic eco-cultural events

- Green drinks
- Low carbon potluck dinners.
- Construct little “free” environmental libraries with a permanent display of the Climate Action plan at the central branch.
- Develop and promote an “eco-homes” tour.
- Organize a “eco-car” show
- Create prizes for key Woodland events civic prizes (4th of July, Winter parade, Honey Festival, etc.) at prominent events for climate and environmental heroes in the community
- City wide garage sale, make an annual tradition (decentralized; coordinate with landfill for pickups)
- Organize an annual low-carbon gala.

Cool names akin to Cool Davis

Environment Front (like Food Front)

Fossil Free Woodland

Clean and Green Woodland

Climate Safe Woodland

Rhyzomica

Sustainable seeds

Greener Woodland

Just Transition Woodland

Woodland Climate Coalition

22nd Woodland

Renewable Woodland

Green Berets, Green New Deal



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.6
SUBJECT: Fire Department Annual Status Report

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2020.

Staff Contact:

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

Background:

The Fire Department Annual Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now receives status reports on a quarterly basis via agenda packet. .

Discussion:

Unfortunately, due to the COVID19 pandemic, the Community Risk Reduction Division had to alter their plans for inspections and community outreach. For the safety of our employees and the community, all non-mandated annual inspections were put on hold for the majority of the year.

In addition, the outreach numbers for the year were lower than originally anticipated. We are saddened that we have not been able to interact with our community as we have in the past, and have unfortunately cancelled many of our annual outreach events. Nonetheless, our top priority is the safety of our community members, so in order to maintain our social distance we have gotten a little more creative in the ways we interact with the public. One of these ways is participating in a drive-by parade for children who are celebrating their birthdays during this time. We have also enhanced our social media interaction via frequently updated information regarding City response and COVID19 information, participation in the Citywide "Stay Safe, Stay Healthy, Stay Home" PSA a 150th Anniversary Facebook Live Event to encourage real-time participation and interaction. We also took our annual First Grade program digital this year!

Conclusion:

Staff recommends that the City Council accept the Fire Department Annual Status Report for 2020.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Eric Zane, Fire Chief


Ken Hiatt
City Manager

Attachments:

1. 2020 Annual Report



ANNUAL REPORT

JANUARY 1-DECEMBER 31, 2020

Total Calls for Service

8,019

Average Response Time

4:58

Total Inspections Completed

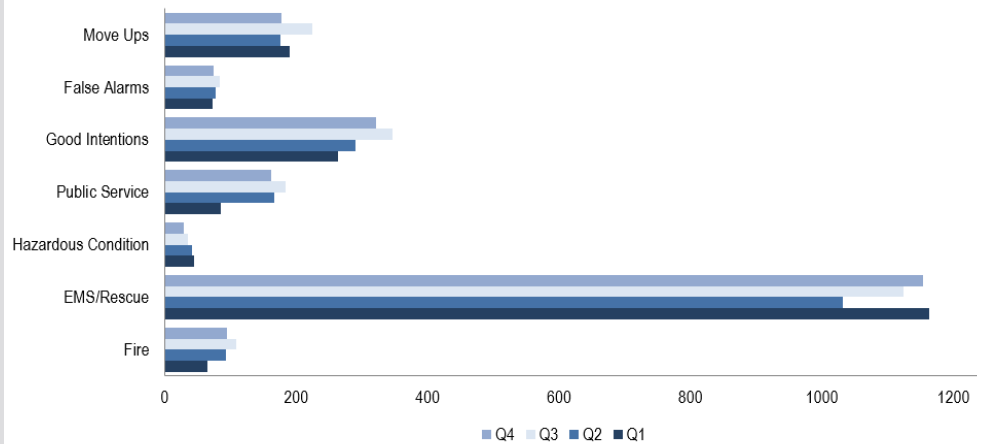
1,802

Public Outreach

Our top priority is the safety of our community members, so in order to maintain our social distance during the COVID19 pandemic; we have gotten a little more creative in the ways we interact with the public. One of these ways is participating in drive-by birthday parades. We have also enhanced our social media interaction via frequently updated information regarding City response and COVID19 information.

What types of calls did we run?

2020 Calls for Service



*When two or three (dependent on area) engine/truck companies are committed to calls simultaneously, the remaining engine/truck companies move strategically into the vacated area(s) to ensure adequate coverage based upon the number of available apparatus. This practice is called a "move up".

STRUCTURE FIRE

74%

Goal:
4 minutes 90% of the time
Average: 4:55

FIRE- OTHER

54%

Goal:
4 minutes 90% of the time
Average: 6:05

FULL FIRST ALARM

93%

Goal:
8 minutes 90% of the time
Average: 7:45

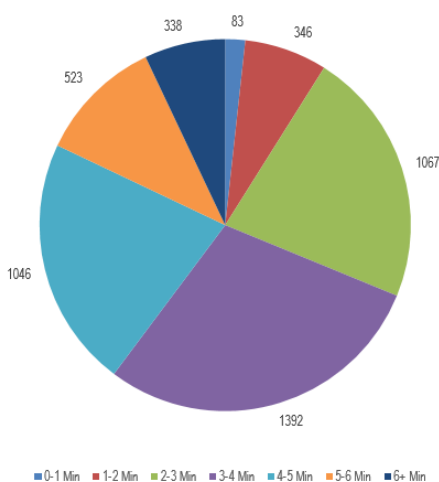
EMS

62%

Goal:
4 minutes 90% of the time
Average: 5:27

Priority Calls

Travel Time Goal of 4 Minutes or Less
90% of the Time



COMMUNITY RISK REDUCTION

Community Risk Reduction (CRR) is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources (emergency response and prevention) to reduce their occurrence and impact.



Code Enforcement Hours

80



Public Education Events

Suspended due to COVID19



Fire Investigations Conducted

218



Emergency Management Hours

320

Page 52

Inspection & Plan Review

2020



- Engine Company Inspections
- Inspections
- Construction Inspections
- Plan Reviews

Please note: only mandatory inspections were completed due to COVID19, resulting in fewer completed inspections this year.

Automatic or Mutual Aid

Aid Received

192

Aid Given

206

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.7
SUBJECT: Police Department Quarterly Status Report for the period of October 2020 through December 2020

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for October 2020 through December 2020.

Staff Contact:

Derrek Kaff, Chief of Police, 530-661-7865, Derrek.Kaff@cityofwoodland.org

Background:

The Police Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council will be receiving Status Reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for October 2020 through December 2020.

Prepared By: Trista Kennedy, Executive Assistant

Reviewed By: Derrek Kaff, Chief of Police

Ken Hiatt
City Manager

Attachments:

1. Police Department Qtrly. Report - Oct. - Dec. 2020

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

OCTOBER - DECEMBER 2020



PRESENTED BY
CHIEF DERREK KAFF

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

OFFICE OF THE CHIEF

OCTOBER - DECEMBER 2020

PERSONNEL	BUDGETED	FILLED
Sworn	68	66
Non-Sworn (FTE)	15	12
Non-Sworn (PT / Temp.)	8	8
Total	91	86



PATROL BUREAU

The backbone of any police organization is its Patrol Bureau. Patrol provides quality law enforcement services to our community 24 hours every day, 365 days per year.

During the 4th quarter, the Police Department had had Officer Marcuss Hernandez complete the field training program. We welcomed two new employees during this quarter, Officer Erik Medina and part-time Crime Analyst Christopher Antico.

CRIME CATEGORY	OCT.	NOV.	DEC.	4TH QTR. TOTAL	PREVIOUS QTR. TOTAL	2020 YTD	2019 YTD
Homicide	0	0	0	0	0	1	5
Rape	0	3	0	3	5	14	19
Robbery	2	3	5	10	10	45	45
Aggravated Assaults	18	18	15	51	48	180	161
Simple Assaults	32	26	18	76	97	387	460
Burglary	15	22	41	78	34	227	231
Larceny/ Thefts	68	60	84	212	269	1,012	1,073
Motor Vehicle Theft	19	29	9	57	61	214	201
Arson	4	3	0	7	6	33	52
TOTAL	158	164	172	494	530	2,113	2,247

During this quarter, the police department made approximately 429 total adult arrests. Of the 429 arrests, 32.87% of the persons arrested reported they were transients.

REPORTS

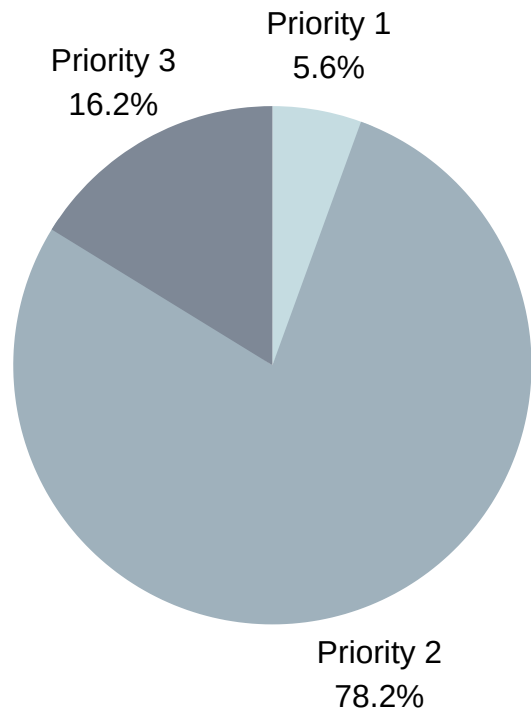
	OCT.	NOV.	DEC.	4TH QTR. TOTAL	PREVIOUS QTR. TOTAL	2020 YTD	2019 YTD
Incident Reports (includes online reports)	510	466	471	1,447	1,476	5,833	6,721
Mail-in Reports (MLRs)	53	46	58	157	153	662	707
TOTAL	563	512	529	1,604	1,629	6,495	7,428

PATROL BUREAU

RESPONSE TIMES

	OCT.	NOV.	DEC.	4TH QTR. AVERAGE	PREVIOUS QTR. AVERAGE	2019 4TH QTR. AVERAGE
Priority 1	7:56	6:53	6:53	7:14	7:38	7:21
Priority 2	12:04	11:21	12:18	11:54	12:18	12:42
Priority 3	29:21	16:54	17:47	21:21	17:55	17:51

4TH QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

CALLS FOR SERVICE	OCT.	NOV.	DEC.	TOTAL	PREVIOUS QTR. TOTAL	2019 4TH QTR. TOTAL
Priority 1	89	81	68	238	246	244
Priority 2	1,189	1,111	1,051	3,351	3,479	3,337
Priority 3	216	250	229	695	771	795
All other calls for service	4,443	3,870	4,204	12,517	12,773	11,690
TOTAL	5,937	5,312	5,552	16,801	17,229	16,066

PATROL BUREAU



INVESTIGATIONS BUREAU

The Investigations Bureau conducts follow-up criminal investigations on all felony and select misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer responds to a call for service and prepares a police report which may require follow-up investigation. A Police Investigator is then assigned to conduct the follow-up, often requiring many hours of investigation before an arrest is made or a case is closed.



INVESTIGATIONS BUREAU

290 REGISTRANT ACTIVITY

290 REGISTRANT ACTIVITY



290 REGISTRANTS



PROPERTY AND EVIDENCE

	OCT. - DEC. 2020	PREVIOUS QTR. TOTAL
Evidence Processed	1,071	1,753
Items Purged	756	734
Property for Safekeeping	168	158
Found Property	92	71
Property Returned to Owner	101	128

INVESTIGATIONS BUREAU

GANG TASK FORCE

The Gang Task Force (GTF) conducted follow-up investigations on several cases and prepared for gang testimony on two pending gang trials. GTF also worked with West Sacramento PD to have WPD seized firearms compared with shell casings recovered at crime scenes from earlier in the year. GTF completed several prisoner transports, assisted Patrol and conducted enforcement stops.

GTF has been conducting additional patrols including late night/weekend directed enforcement patrols. These patrols are focused on proactivity, gathering gang intelligence and investigating gang crimes. In order to keep combating gang violence, the GTF continues to work closely with all the Bureaus within the Police Department and also with allied agencies such as Yolo County Probation, Yolo County DA's Office, Yolo County Sheriff's Office, CDCR Parole and neighboring Police Departments.

GTF has made numerous arrests including several arrests for drugs, warrants and weapons violations. With these arrests, numerous drugs and several handguns have been recovered and taken off the street.

Lt. Parsons, Sgt. DeLeon and Det. Dulai conducted a Gang presentation at the Citizens Police Academy. Det. Amoruso also taught Taser training at the Citizens Police Academy.

YOUTH GANG REDUCTION, INTERVENTION & PREVENTION (YGRIP)

The YGRIP group has continued to meet via Zoom meetings due to the COVID pandemic. YGRIP staff has been working with the Police Chief and City Manager on planning a revision to the YGRIP Steering Committee, Operational Team and overall city approach to reducing gang violence.

The YGRIP Steering Committee has two subcommittees actively working on critical tasks to help identify the needs within the Woodland community in terms of reducing gang and gun violence among youth and young adults.

COMMUNITY RELATIONS BUREAU

The Community Relations Bureau is responsible for all community outreach events, training, and media relations.

SCHOOL RESOURCE OFFICERS (SRO)

There are three School Resource Officers (SROs) assigned to schools within the Woodland Joint Unified School District. They are responsible for all calls and incidents involving students while on school grounds. While responsible for typical calls for service at the campus, the SROs provide a much greater service.

Due to the COVID-19 shutdown, the SRO's were reassigned to Patrol, the Gang Task Force, and Traffic. The SRO's transitioned back into the SRO role towards the end of November/beginning of December. They conducted 40 home visits/phone welfare checks. In addition to resuming the SRO role, they were instrumental in coordinating with WJUSD staff in bringing new technology to improve communication and streamline the workflow.

In December, SRO Wilson (assisted by many officers and staff members) coordinated a Fill the Trunk drive which provided Christmas gifts to over 300 WJUSD students. The Fill the Trunk effort required a large amount of work hours but the benefit and new community connections are worth the effort.

GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.) PROGRAM

The GREAT Program has been postponed during the quarter due to the COVID pandemic. The GREAT Instructors are working on a virtual plan for continuing the program during the 2021 school year.

VOLUNTEERS IN POLICING PROGRAM

The Department's ViP program consists of 42 Volunteers and 6 Chaplains. The ViPs and Chaplains contributed 538.65 hours for the 4th quarter for a total of 1,925.03 hours for 2020. The total hours for this quarter are:

VIP HOURS	OCT.	NOV.	DEC.	TOTAL
Chaplains	21	33	18.5	72.5
Volunteers	233.45	94.25	138.45	466.15

COMMUNITY RELATIONS BUREAU

The volunteer program currently has 42 active volunteers. There was one volunteer resignation in quarter 4 due to health reasons. No new volunteers were brought into the program. In the 4th quarter, the volunteers were busy with events. It started with the drive thru drug take back event where the department was able to collect 235lbs of expired or unwanted medications. Next was the very first drive thru trick or treat event that was hosted in the parking lot of the police department. At that event, the volunteers were utilized for traffic control, handing out the candy, and set up/ breakdown. With their help, we were able to give out about 1,000 bags of candy to 700 vehicles. Then there was the month of December where the volunteers were requested to assist with all four of the fill the trunk events, all three of the Neighborhood Santa events, and the toy distribution event. In all the volunteers assisted the department with 10 events in the final quarter of the year.

Our Chaplains remained busy in the 4th quarter responding to 25 calls for service, providing support to four agencies. On November 30th Chaplain Richard Sinclair retired from the Chaplaincy program after an amazing 23 years. He began his Chaplaincy with us in 1997 and provided an unmeasurable amount of support to the department and the community during his 23 years. Unfortunately, shortly after his retirement, Chaplain Sinclair, who had been in the hospital seeking treatment for a medical illness, passed away with his wife by his side. He served diligently helping and consoling officers and citizens of Yolo County through some very difficult tragedies and critical incidents over the past 23 years through his retirement. He will truly be missed!

UNIDOS

The objective of the UNIDOS program is to provide an opportunity for the Woodland Police Department to build a strong relationship with our Spanish-speaking residents and to serve as a resource center to help create an improved quality of life for the entire community.

Due to the ongoing COVID-19 restrictions, we were still unable to conduct in-person events. However, we were able to reach out to the community via Zoom and holiday give away.

UNIDOS created a social media tribute to Hispanic Heritage Month, which ran from Sept 15 – Oct 15. During this segment, we introduced several Woodland Police Department employees who are of Hispanic heritage.

COMMUNITY RELATIONS BUREAU

On 11/17/2020, UNIDOS along with CREO (Communicare Health) and CAFÉ (WJUSD) hosted a Zoom presentation on “Los Efectos y La Importancia de Mantener Nuestra Salud Menta Durante La Pandemia” (The effects and importance of maintaining our mental health during the pandemic). There were 38 people in attendance during the presentation.

On 12/23/2020, UNIDOS participated in a Christmas gift card giveaway with the non-profit organization Time of Change and the WJUSD. This event provided 13 families selected by UNIDOS and the WJUSD with gift cards to Raley’s for a holiday meal.

EXPLORERS

The Explorer program is designed for high school students and young adults. The objective is to expose the Explorers to a very rewarding career in law enforcement and to be role models in their community and amongst their peers. Explorers are 14 to 20 years and the requirement for those in school is to maintain at least a 2.0 grade point average with no F’s.

Due to COVID-19, the Explorers have not meet as a group the last quarter of 2020. The Explorers however, did assist with the Christmas Toy drives and the distribution day of presents to the families.

Our Explorer Advisors will be watching the direction of the State and City recommendations for bringing the Explorers back into the classroom for meetings and training. We will also look into further recruiting and expanding the program.

HOMELESS OUTREACH STREET TEAM

Public Works and HOST have been collaborating to clean-up debris and brush that was gathering during COVID 19. This has been a success twofold. HOST has been able to compile a weekly list for Public Works to handle during their regular shifts.

Secondarily Public Works has assisted with camp clean-up which may have previously required services from Junk King at no additional cost.

HOST worked with Dignity Health and Public Health in administering flu shots off site to homeless people.

Coordinating with the in-house Mental Health Clinician has provided a way to mainstream mental health assistance to our homeless. This has enabled several people to be placed on long-term mental health holds and eventually being placed in housing.

COMMUNITY RELATIONS BUREAU

Along with some housing successes, a couple of clients who had been in housing for a long period, have regressed and are homeless again, due to extenuating circumstances in their lives and COVID 19.

The following are some approximate general statistics related to HOST activity for the last quarter:

	OCT. - DEC. 2020	PREVIOUS QTR. TOTAL
Contacts	1,576	1,078
Camps	471	367
Camps cleaned	210	165
Services offered/accepted	522 / 67	464 / 35
Business contacts	182	103
Arrests	81	71
Downtown Patrols	342	118



COMMUNITY RELATIONS BUREAU

RECORDS DIVISION

The Records Division serves as one of the most important functions in the Department. The Division is responsible for entering and processing all crime, traffic, warrant, citation, towed vehicles and property information into computerized databases.

	OCT. - DEC. 2020	PREVIOUS QTR. TOTAL
Reports processed	1,668	1,878
Citations entered	1,609	1,535
Traffic collisions	164	174
Warrants	679	600





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.8
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2020

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2020.

Staff Contact:

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

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of December 31, 2020, the City treasury consisted of investments with a total book value of \$160,930,101. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending December 2020 was 0.58%, the average yield on the City of Woodland's investments as of December 31, 2020 was 1.47%. This results in an overall portfolio yield, combining all investments and LAIF, of 1.16%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending December 2020 was 0.09%. The City exceeded its benchmark by 1.38%.

The City's investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve a market rate of return of 0.39% based on the parameter of allowable investments. As of December 31, 2020, the City maintained 40.18% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of sixteen months, and achieved a market rate of return of 1.16%. The City exceeded its target yield by 0.77%.

In response to the Corona virus pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0-0.25%. This unexpected decrease led to a significant increase in the amount of calls on the City's investments. An investment is "called" when the institution that issued the investment security redeems it (or cashes it out), typically at maturity value, plus accrued interest, prior to the expected maturity date. Investment

calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as has been the case since March 2020. Given the current interest rate environment and our current portfolio of investments, the City forecasts that approximately \$7,000,000 of investments will be called over the next quarter. The yield on the City's called investments is significantly greater than the yield on investments available to the City for reinvestment, which means overall interest rates will be reduced in the future. Also due to the pandemic, LAIF rates have steadily decreased from 0.65% on October 1, 2020 to 0.49% as of December 31, 2020. The City expects LAIF rates will continue to decline over the next quarter and beyond. Given the combination of circumstances, the City anticipates its overall portfolio yield to decrease over the next quarter.

Over the next quarter the City will continue to focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality, credit worthy securities, and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy.

Staff continues to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA), but that program has been largely inactive since its inception. Staff also continues to evaluate direct investment opportunities with local banks within the community and will be implementing investments with targeted agencies within the next quarter.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2020.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Q2 FY 2021 02.16.2021

**CITY OF WOODLAND
INVESTMENT REPORT**

December-20

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$55,993,798	34.8%
Certificates of Deposit	\$2,500,000	1.6%
US Government Agency Securities	\$46,004,000	28.6%
Non US Government Agency Securities	\$2,500,000	1.6%
Corporate Securities	\$45,023,922	28.0%
Municipal Securities	\$8,908,382	5.5%
TOTAL	\$160,930,101	100.0%

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Bridgewater Bank	6/16/2021	1.85	N/a	\$250,000	\$250,000	N/a	108622FR7
Business Bank	6/23/2021	1.80	N/a	\$250,000	\$250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	\$250,000	\$250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.85	N/a	\$250,000	\$250,000	N/a	86604XLZ7
DNB First Bank	6/16/2022	1.95	N/a	\$250,000	\$250,000	N/a	25590AAP7
Goldman Sachs Bank	6/21/2022	2.35	N/a	\$250,000	\$250,000	N/a	68148PKK4
Marine Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	\$250,000	\$250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	\$250,000	\$250,000	N/a	949763JU1
				\$2,500,000	\$2,500,000		
Total Certificates of Deposit							
Federal Home Loan Bank	8/24/2021	2.00	2/24/2021	\$2,000,000	\$2,000,000	\$2,020,204	3130A93A7
Federal Farm Credit Bank	3/12/2024	1.05	3/12/2021	\$3,000,000	\$3,000,000	\$3,002,595	3133ELSL9
Federal Home Loan Bank	6/25/2024	0.55	6/25/2021	\$3,000,000	\$3,000,000	\$3,000,714	3130AJRN1
Federal Farm Credit Bank	9/27/2024	1.89	9/27/2021	\$2,000,000	\$2,000,000	\$2,018,106	3133EKU20
Federal Home Loan Mortgage Corp	9/27/2024	1.81	9/27/2021	\$2,000,000	\$2,000,000	\$2,019,646	3134GUDP2
Federal Home Loan Mortgage Corp	11/26/2024	2.00	5/26/2021	\$3,000,000	\$3,000,000	\$3,016,692	3134GUTT7
Federal Home Loan Mortgage Corp	1/6/2025	1.92	1/6/2021	\$2,000,000	\$2,000,000	\$2,000,472	3134GUP21
Federal Home Loan Mortgage Corp	1/8/2025	1.92	1/8/2021	\$2,000,000	\$2,000,000	\$2,000,534	3134GUP95
Federal National Mortgage Association	6/4/2025	0.71	6/4/2021	\$3,000,000	\$3,000,000	\$3,001,542	3136G4WA7
Federal National Mortgage Association	6/24/2025	0.80	6/24/2021	\$3,000,000	\$3,000,000	\$3,000,045	3136G4WM1
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2021	\$2,000,000	\$2,000,000	\$1,992,178	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,998,910	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.68	1/5/2021	\$2,000,000	\$2,000,000	\$2,000,014	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$2,000,764	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$2,000,148	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,995,890	3134GW4Z6
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,998,392	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$2,000,672	3133BMJC7
Federal Farm Credit Bank	12/23/2025	0.50	6/23/2021	\$2,000,000	\$2,000,000	\$1,999,294	3133BMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$2,002,464	3135G06Q1
				\$46,000,000	\$46,004,000	\$46,069,276	
Total US Government Agency Securities							
International Finance Corporation	1/15/2025	1.63	1/15/2022	\$2,500,000	\$2,500,000	\$2,526,048	45950VNR3
				\$2,500,000	\$2,500,000	\$2,526,048	
Total Non US Government Agency Securities							

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Johnson & Johnson	5/15/2021	3.55	N/a	\$500,000	\$531,000	\$505,832	478160AZ7
Google	5/19/2021	3.63	N/a	\$1,000,000	\$1,069,370	\$1,013,041	02079KAA5
United Health Group	6/15/2021	3.15	N/a	\$1,500,000	\$1,522,305	\$1,518,942	91324PDH2
Citibank	7/23/2021	3.40	N/a	\$1,000,000	\$1,023,790	\$1,014,812	17325FAQ1
Caterpillar	8/9/2021	1.70	N/a	\$500,000	\$501,113	\$504,238	14912L6U0
Pepsico	10/6/2021	1.70	N/a	\$500,000	\$488,785	\$504,815	713448DL9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	\$500,000	\$535,990	\$522,316	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	\$500,000	\$509,485	\$511,402	037833CM0
Chevron	3/3/2022	2.41	N/a	\$500,000	\$506,350	\$510,844	166764AT7
Pepsico	5/2/2022	2.25	N/a	\$500,000	\$504,250	\$512,708	713448DT2
IBM	9/8/2022	2.20	N/a	\$500,000	\$497,315	\$517,389	44932HAC7
Visa	9/15/2022	2.15	N/a	\$1,000,000	\$1,015,480	\$1,031,060	92826CAG7
JP Morgan Chase	9/23/2022	3.25	N/a	\$500,000	\$504,580	\$525,376	46625HJE1
Visa	12/14/2022	2.80	N/a	\$1,000,000	\$1,008,090	\$1,046,450	92826CAC6
Toyota	1/11/2023	2.70	N/a	\$1,000,000	\$1,002,790	\$1,047,080	89236TBL5
Charles Schwab	1/25/2023	2.65	N/a	\$1,000,000	\$1,011,190	\$1,047,521	808513AT2
John Deere	1/27/2023	2.80	N/a	\$1,000,000	\$1,015,930	\$1,050,549	24422ERT8
Berkshire Hathaway	3/15/2023	2.75	N/a	\$500,000	\$501,445	\$525,062	084670BR8
TJX Companies	5/15/2023	2.50	N/a	\$500,000	\$507,615	\$522,190	872540AP4
Chevron	6/24/2023	3.19	N/a	\$1,000,000	\$1,013,720	\$1,063,524	166764AH3
Bank of America	7/21/2023	2.82	7/21/2022	\$1,000,000	\$1,004,840	\$1,039,063	06051GGQ6
Oracle	9/15/2023	2.40	N/a	\$500,000	\$492,750	\$525,710	68389XBL8
Toyota	9/20/2023	3.45	N/a	\$1,000,000	\$1,025,110	\$1,083,358	89236TFN0
Citibank	1/23/2024	3.65	N/a	\$1,000,000	\$1,036,710	\$1,092,927	17325FAS7
Citibank	1/23/2024	3.65	N/a	\$569,000	\$604,710	\$621,875	17325FAS7
Charles Schwab	2/1/2024	3.55	N/a	\$600,000	\$623,478	\$655,423	808513AY1
US Bancorp	2/5/2024	3.38	N/a	\$1,000,000	\$1,026,700	\$1,088,411	91159HHV5
Apple	2/9/2024	3.00	N/a	\$500,000	\$505,235	\$537,399	037833CG3
IBM	2/12/2024	3.63	N/a	\$500,000	\$528,850	\$549,081	459200HU8
Home Depot	2/15/2024	3.75	N/a	\$1,000,000	\$1,074,300	\$1,096,335	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/a	\$1,000,000	\$1,050,720	\$1,086,338	452308AT6
Pepsico	3/1/2024	3.60	N/a	\$1,000,000	\$1,069,750	\$1,091,066	713448CM8
Apple	5/6/2024	3.45	N/a	\$1,000,000	\$1,037,300	\$1,100,908	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/a	\$1,000,000	\$1,039,920	\$1,093,542	06406HCV9
HSBC	6/23/2024	3.50	N/a	\$500,000	\$527,365	\$547,084	40434CAD7
American Honda Finance	6/27/2024	2.40	N/a	\$500,000	\$505,140	\$531,861	02665WCZ2
Toyota	7/25/2024	2.41	7/25/2021	\$1,300,000	\$1,300,000	\$1,310,995	89236TGD1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$509,055	\$532,849	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$506,245	\$532,849	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$1,000,000	\$1,029,250	\$1,065,698	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/a	\$1,000,000	\$1,059,210	\$1,090,159	009158AV8
Amazon	8/22/2024	2.80	N/a	\$500,000	\$517,425	\$540,952	023135A29
United Parcel Service	9/1/2024	2.20	N/a	\$500,000	\$502,340	\$531,995	911312BT2
Coke	9/6/2024	1.75	N/a	\$500,000	\$499,285	\$523,966	191216CL2
JP Morgan Chase	11/24/2024	2.30	11/27/2021	\$1,000,000	\$1,000,000	\$1,003,452	48128GM49
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,014,350	\$1,056,025	29736RAN0
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,004,020	\$1,056,025	29736RAN0
Toyota	2/13/2025	1.80	N/a	\$1,000,000	\$1,001,380	\$1,048,220	89236TGT6
WW Grainger	2/15/2025	1.85	N/a	\$1,500,000	\$1,545,900	\$1,579,293	384802AE4
Precision Castpart	6/15/2025	3.25	N/a	\$1,000,000	\$1,111,990	\$1,104,607	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$990,909	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$996,534	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$991,403	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$1,001,032	48128GY53
Total Corporate Securities				\$43,969,000	\$45,023,922	\$46,192,492	
California ST GO UNLT TXBL	4/1/2021	2.80	N/a	\$725,000	\$736,905	\$729,546	13063DGA0
California ST GO UNLT TXBL-High Speed Passenger Train-Series A	4/1/2022	2.37	N/a	\$415,000	\$425,371	\$425,470	13063DAD0
University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/a	\$830,000	\$880,273	\$887,594	91412HBK8
Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/a	\$1,925,000	\$2,020,596	\$2,041,309	544351KS7
San Francisco City & County CA Public Utility Company REV TXBL-Se	11/1/2023	2.81	N/a	\$455,000	\$485,799	\$486,441	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Series E	12/1/2023	3.20	N/a	\$450,000	\$477,329	\$485,051	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/a	\$1,000,000	\$1,079,870	\$1,086,550	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/a	\$595,000	\$603,520	\$619,740	13048VNZ7
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/a	\$2,000,000	\$2,198,720	\$2,220,000	91412GXQ3
Total Municipal Securities				\$8,395,000	\$8,908,382	\$8,981,700	
Total of LAIF Funds & Investments Detail					\$160,930,101		
Check Total (Should be zero)					\$0		

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
CASH ACCOUNTS as of 12/31/20							
Bank Accounts with U.S. Bank				\$6,327,540			
Petty Cash				\$2,778			
Cash with Fiscal Agent				\$8,598,088			
Funds Held By Section 115 Pension Trust				\$7,792,762			
INTEREST SUMMARY							
Prior Quarters Interest Earned - Investments				\$695,081			
Prior Quarters Interest Earned - LAIF				\$219,005			
Total Interest Received				<u>\$914,086</u>			
Interest Received from October 1, 2020 to December 31, 2020				<u>\$516,482</u>			
Total Fiscal Year-to-Date Interest Received				<u>\$1,430,568</u>			

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
10/01/20	Month Beginning Balance			\$59,877,043
10/15/20	Quarterly Interest	\$116,755		\$59,993,798
10/19/20	Deposit into LAIF	\$7,000,000		\$66,993,798
11/09/20	Deposit into LAIF	\$5,000,000		\$71,993,798
11/12/20	Withdrawal from LAIF		\$5,000,000	\$66,993,798
12/18/20	Withdrawal from LAIF		\$3,000,000	\$63,993,798
12/24/20	Withdrawal from LAIF		\$8,000,000	\$55,993,798
12/31/20	Month End Balance			\$55,993,798
Bonds and Other Investments				
10/01/20	Month Beginning Balance			\$95,625,074
10/02/20	Called FHLB 3130AJE54		\$2,250,000	\$93,375,074
10/21/20	Purchase FNMA 3135G06A6	\$2,000,000		\$95,375,074
10/27/20	Purchase FHLMC 3134GW4Z6	\$2,000,000		\$97,375,074
11/16/20	Sold UPS 911312AM8		\$1,042,770	\$96,332,304
11/19/20	Called FHLMC 3134GUTQ3		\$2,400,000	\$93,932,304
11/25/20	Purchase FNMA 3135GA5H0	\$3,000,000		\$96,932,304
11/25/20	Purchase Bank of America 06048WK41	\$1,000,000		\$97,932,304
12/01/20	Purchase FFCB 3133EMJC7	\$2,000,000		\$99,932,304
12/22/20	Purchase JPMorgan Chase 48128GY53	\$1,000,000		\$100,932,304
12/24/20	Purchase FFCB 3133EMLR1	\$2,000,000		\$102,932,304
12/30/20	Purchase FNMA 3135G06Q1	\$2,004,000		\$104,936,304
12/31/20	Month End Balance			\$104,936,304
END OF MONTH TOTAL DEBITS				\$160,930,101
Check Total (Should be Zero)				-
Transactions w/LAIF		6		
Purchase of New Bonds		8		
Bonds Called		2		
Purchase of New CD		0		
CD Matured		0		
Bonds Sold		1		
Bonds Matured		0		

2014 Wastewater Revenue Bonds

Revenue fund	\$0.44	\$0.44	US Bank Mmkt 5 -Ct	\$0.00
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

CFD - Gibson Ranch

Revenue fund	\$3,820.39	\$3,820.39	Cash Mgmt-1st Am Treasury	\$0.02
Interest fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$225,829.54	\$225,829.54	Cash Mgmt-1st Am Treasury	\$1.11
Redemption fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00

Spring Lake 2013

Special Tax Fund	\$18,409.46	\$18,409.46	Cash Mgmt-1st Am Govt Oblig	\$0.12
Interest Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve fund	\$2,144,786.17	\$2,144,786.17	Cash Mgmt-1st Am Govt Oblig	\$13.06
Prepayment Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2016

Special Tax Fund	\$16,553.22	\$16,553.22	Cash Mgmt-1st Am Govt Oblig	\$0.10
Interest Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,105,265.66	\$1,105,265.66	Cash Mgmt-1st Am Govt Oblig	\$6.73
Proceeds Fund	\$0.20	\$0.20	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2019

Special Tax Fund	\$13,287.03	\$13,287.03	Cash Mgmt-1st Am Govt Oblig	\$0.08
Interest Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,500,349.23	\$1,500,349.23	Cash Mgmt-1st Am Govt Oblig	\$9.14
Capitalized Interest Fund	\$653,623.44	\$653,623.44	Cash Mgmt-1st Am Govt Oblig	\$3.99
Proceeds Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Water Revenue Bonds 2011

Revenue Fund	\$28.29	\$28.29	US Bank Mmkt 5 -Ct	\$0.00
Interest Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$1,324,400.00	\$1,324,400.00	US Bank Mmkt 5 -Ct	\$5.43
Redemption Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

Safe Drinking Water State Revolving Fund 2014

Payment Fund	\$5.37	\$5.37	US Bank Mmkt 5 -Ct	\$0.00
Reserve fund	\$138,776.62	\$138,776.62	US Bank Mmkt 5 -Ct	\$0.57

ARRA 2011

Payment Fund	\$951,453.71	\$951,453.71	Cash Mgmt-1st Am Govt Oblig	\$5.21
Reserve fund	\$363,094.60	\$363,094.60	Cash Mgmt-1st Am Govt Oblig	\$2.16

CDBG

Savings Account	\$138,404.20	\$138,404.20	Bank of America - Quarterly Bank Statement	
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TOTAL	\$8,598,087.57
Check Summary Total (Should be zero)	\$0.00

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.9
SUBJECT: Resolution in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

SUBJECT: Resolution in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, in Support of Equal Treatment for Asian American and Pacific Islanders (AAPI).

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF EQUAL TREATMENT FOR ASIAN AMERICAN
AND PACIFIC ISLANDERS (AAPI)**

WHEREAS, the City of Woodland's support for inclusion and belonging for people of all races, national origins, and ethnicities is critical to guaranteeing the safety and security of all people; and

WHEREAS, during the coronavirus pandemic of 2020 (COVID-19) inflammatory and xenophobic rhetoric has put Asian American and Pacific Islander (AAPI) persons, families, communities, and businesses at risk; and

WHEREAS, the City of Woodland recognizes that statements at the federal level have played a role in furthering xenophobic sentiments, including references to the COVID-19 pandemic by the geographic location of its origin; and

WHEREAS, such statements have promoted unfounded fears and perpetuated stigma about Asian Americans and Pacific Islanders which have contributed to increasing rates of bullying, harassment, and hate crimes against AAPI persons; and

WHEREAS, these actions have been in contravention of the best practices and guidelines of public health officials and have caused significant harm to AAPI families and communities that require being addressed; and

WHEREAS, Asian Americans and Pacific Islanders have always been an important part of our civic community, having made substantial contributions towards making the City of Woodland and our Nation more secure throughout its history, especially in regards to front line work involving upwards of 2 million Asian Americans and Pacific Islanders serving as healthcare providers, as first responders, and in other essential roles; and

WHEREAS, the City of Woodland and the Federal Government should combat racism, xenophobia, and intolerance against Asian Americans and Pacific Islanders and work to ensure that all members of AAPI communities — no matter their background, the language they speak, or their religious beliefs — are treated with dignity and equity.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WOODLAND hereby exercises its authority to adopt the conclusions of the Presidential Memorandum specifically as follows:

SECTION 1: Condemns racism, xenophobia, and intolerance against Asian Americans and Pacific Islanders; that it accepts responsibility for preventing and correcting racism, xenophobia, and intolerance against everyone in the City, including Asian Americans and Pacific Islanders; and that it further calls upon all citizens and city staff and community groups to assist in the furtherance of these objectives.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.10
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #2 with ICF for Consulting Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study for an additional amount up to \$27,195.

Staff Contact:

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

Fiscal Impact:

ICF has been involved in the City's flood protection and storm water management efforts since 2019 including work in support of California Environmental Quality Act (CEQA) compliance. Approval of amendment #2 for Project 09-15 will bring the total not to exceed cost for ICF's the Lower Cache Creek Feasibility Study (LCCFS) consulting services to \$541,130. The amendment covers ICF's services through the attached scope of work. The work included in this scope is cost shared under the California Department of Water Resources (DWR) – Urban Flood Risk Reduction Grant.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study completed the Agency Decision Milestone (ADM) and is now working towards the Feasibility Level Design Milestone. The majority of the work in this milestone consists of refinement of the engineering for the Recommended Plan (Modified Alternative 2A). The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. The Project conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5.

Contract Amendment #2 with ICF includes the scope of work necessary to prepare the CEQA Findings of Fact and Statement of Overriding Considerations to support the adoption of the Final EIR and continue to coordinate with both the design and environmental teams.

Discussion:

The Final EIR has been completed including responses to all received comment letters. Staff requested that ICF prepare the Findings of Fact and Statement of Overriding Considerations to support the adoption and

certification of the Final EIR as this was not included in ICF's original scope of work. Contract Amendment #2 covers this work. The cost of this work is included in the UFRR grant with the City and DWR each covering 50% of the cost of the work.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study for an additional amount up to \$27,195.

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

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



Ken Hiatt
City Manager

Attachments:

1. ICF_LowerCacheCr_EIR_Budget_Aug_2_1-13-2021
2. Reso ICF amendment



January 13, 2021

Tim Busch
Principal Utilities Civil Engineer
City of Woodland
300 First Street
Woodland, CA 95695
Sent via e-mail to Tim.Busch@cityofwoodland.org

Subject: Lower Cache Creek EIR Budget Augmentation #2 and Time Extension

Dear Mr. Busch:

In accordance with discussions between the City of Woodland, ICF Jones & Stokes, Inc. ("ICF"), and MBK Engineers, ICF is requesting a second budget augmentation and a contract extension to June 30, 2021 to complete work associated with the Lower Cache Creek Environmental Impact Report (EIR) (CM000873).

Time Extension

The original contract was set to expire on December 31, 2020. Due to project design changes, the timeline of the project has expanded past original estimates. ICF is requesting that the contract be extended until June 30, 2021 in order to support the City through certification of the Final EIR and adoption of the project.

Budget Augmentation #2

The City has requested that ICF prepare the CEQA Findings of Fact and Statement of Overriding Considerations to support the City's adoption of the project and certification of the Final EIR, which was not part of the original scope. A cost estimate is enclosed with this letter, laying out the costs necessary for ICF to prepare the Findings of Fact and Statement of Overriding Considerations as well as other tasks necessary to support the City through certification of the Final EIR and adoption of the project, including preparation of the Mitigation Monitoring and Reporting Program and filing of the Notice of Determination with the State Clearinghouse and Yolo County Clerk's Office, along with the appropriate fees. ICF proposes to invoice costs monthly, on a time and materials basis.

Given the current impacts, both known and unknown, of the COVID-19 pandemic, for which there will likely be effects into the foreseeable future; personnel assignments, travel restrictions and other government mandates, may constrain our ability to conduct our services and provide deliverables as envisioned in this proposal. ICF reserves all rights to revise our delivery schedule and price due to such impacts from COVID-19 and will provide written notice of such proposed changes as needed. ICF shall provide services, as outlined above, under the terms and conditions of its existing agreement number 000873 with the City dated April 8, 2019.

Mr. Tim Busch
January 13, 2021
Page 2 of 2

Please do not hesitate to contact Sara Martin at (916) 231-9749 or Sara.Martin@icf.com, or Gregg Ellis at (916) 231-9588 or Gregg.Ellis@icf.com, with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Trina L. Fisher".

Trina L. Fisher
Contracts Administrator

Enclosure: Cost Estimate for Budget Augmentation #2

cc: Ric Reinhardt, MBK Engineers

Woodland Flood Risk Management Project: Budget Augmentation 2

Task	Consulting Staff						ICF Production Staff			Labor Total	Direct Costs	Total Price
	Employee Name	Ellis Gregory	Martin Sara	Williams Nicole	Mendoza Tiffany	Hicks Kendal	Allen Erik	Monzon Stephanie	Job Jody			
	Project Role	Project Director	Project Manager	Senior Review	Outreach Specialist	Project Coordinator	Archaeologist	Editor	Publications Specialist			
	Labor Classification	Proj Dir	Sr Consult III	Mng Consult	Sr Consult I	Assoc Consult I	Assoc Consult II	Assoc Consult I	Asst Consult			
Task							Subtotal		Subtotal			
Task 3. Environmental Impact Report							\$0		\$0	\$0		\$0.00
3d. Final EIR and CEQA Completion		25.0	65.0	8.0	12.0	20.0	\$21,350	8.0	\$1,560	\$22,910	\$3,895.25	\$26,805.25
Total hours 148.0		25.0	65.0	8.0	12.0	20.0		8.0				
Billing Rates		\$240.00	\$150.00	\$195.00	\$150.00	\$100.00		\$100.00	\$95.00			
Subtotal		\$6,000	\$9,750	\$1,560	\$1,800	\$2,000	\$21,350	\$800	\$760	\$1,560	\$22,910	
Other Direct Costs												
Mark-up on Direct Expenses 10%											\$389.53	
Direct expense subtotal											\$4,284.78	
Total price												\$27,194.78

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #2 WITH ICF FOR ENGINEERING CONSULTING
SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with ICF for Environmental Services (“Amendment”); and

WHEREAS, ICF was selected through a quality based selection process; and

WHEREAS, ICF has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2019; and

WHEREAS, ICF will continue providing environmental services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with ICF authorizes an additional contract amount of \$27,195 to cover the additional scope of work. The current contract amount is \$513,935. With this amendment, the new contract amount is \$541,130; and

WHEREAS, the City Council wishes to approve the Amendment 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 Amendment with ICF in the amount of \$27,195 for a total contract amount of \$541,130. The City Manager is hereby authorized and directed to execute the Amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment does not change.

Section 2. Copies of the Consultant Amendment for Environmental Services are available and on file in the City Clerk’s office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.11
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP #09-15; Approve Contract Amendment #8 with MBK Engineers for Consulting Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #8 to the consultant services agreement with MBK Engineers (MBK) for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Staff Contact:

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

Fiscal Impact:

MBK's contract involves program management for the City's flood protection efforts, evaluation of financial viability and possibilities for leveraging State and Federal fund sources, and development of a strategic plan for flood control along with managing the City's overall flood management program. Approval of amendment #8 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) program management services to \$1,044,000 from the current contract amount of \$944,000. The amendment covers MBK's services through December 2021 and through completion of the LCCFS and the Urban Flood Risk Reduction (UFRR) grant.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the UFRR grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study has completed the Agency Decision Milestone (ADM) and is nearing the Feasibility Level Design Milestone (February 2021). The schedule for the LCCFS anticipates completion of the Washington Level Review with the Chief's Report Milestone on June 30, 2021. The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. The Project conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5. The Environmental Impact Report has been completed. The Supplemental Environmental Impact Statement has also been completed by the Corps. Recent Council actions on the project have included contract amendments with consultants including: Wood Rodgers, Madrone, and ICF to advance work included in the UFRR grant and the non-federal sponsor contribution to the LCCFS.

In November of 2013, the City engaged MBK Engineers, under contract authority of the City Manager, to

assume Program Management responsibilities for the Lower Cache Creek Feasibility Study. This Contract Amendment is now being presented to Council for the following reasons:

- This amendment provides for continuing program management services to complete the work under both the LCCFS and UFRR grant. Program management activities include coordination with project partners including the Corps and DWR, providing technical advice to the City, and directing the work of project consultants in coordination with City Staff.
- The scope of work includes coordination with the DWR and Corps for the Lower Cache Creek Feasibility Study (aka the 3x3x3 process), UFRR work tasks, and process in-kind credit submittals.
- The scope of work includes program management and coordinating for a joint City/DWR feasibility study under the UFRR Program. The work includes: pursuing preliminary evaluation of the benefits and costs to the City for both local enhancements to the Alternative 2A flood solution and a regional flood control project and completion of the feasibility study.
- The scope of work includes assistance with California Environmental Quality Act compliance including assistance in completing the Environmental Impact Report.
- The scope of work includes assistance and coordination in support of obtaining Congressional Authorization for the project and working towards a project partnership agreement with the Corps and Central Valley Flood Protection Board.
- The scope of work also includes preparation and implementation of a public outreach program to relay information developed as part of the feasibility study and will be used in discussions with all stakeholders. These stakeholders are State and Federal agencies, local government agencies, residents, businesses, and community organizations.

Discussion:

Significant effort has gone into completing the Feasibility Level Design Milestone of the LCCFS and preparation of the Environmental Impact Report. The Corps has prepared a schedule that provides for completion of the LCCFS around the end of June 2021.

MBK will continue to provide program management and technical assistance to the City through completion of the LCCFS in a strategic manner to minimize the City's financial commitments, optimize potential crediting of in-kind contributions, and maintain flexibility to pursue whichever option produces the highest probability of success. MBK will also direct the team of consultants in preparation of the feasibility study in coordination with City Staff for the UFRR study.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #8 to the consultant services agreement with MBK Engineers (MBK) for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Woodland Contract Amendment No. 8 2021-02-01

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #8 WITH MBK FOR ENGINEERING CONSULTING
SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with MBK for Engineering Services (“Agreement”); and

WHEREAS, MBK was selected through a quality based selection process; and

WHEREAS, MBK has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, MBK will continue providing engineering program management services, including coordination with the Army Corps of Engineers, Department of Water Resources, and City consultants to advance the feasibility studies that are currently underway; and

WHEREAS, the contract amendment with MBK authorizes an additional contract amount of \$100,000 to cover the scope of work. The current contract amount is \$944,000 and with this amendment, the new contract amount is \$1,044,000; and

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

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

Section 1. The City Council hereby approves Amendment #8 with MBK in the amount of \$100,000 for a total contract amount of \$1,044,000. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

GILBERT COSIO, JR., P.E.
MARC VAN CAMP, P.E.
WALTER BOUREZ, III, P.E.
RIC REINHARDT, P.E.
DON TRIEU, P.E.
DARREN CORDOVA, P.E.
NATHAN HERSHEY, P.E., P.L.S.
LEE G. BERGFELD, P.E.
BEN TUSTISON, P.E.
THOMAS ENGLER, P.E., CFM
MICHAEL MONCRIEF, P.E.

ANGUS NORMAN MURRAY
1913-1985

CONSULTANTS:
JOSEPH I. BURNS, P.E.
DONALD E. KIENLEN, P.E.

January 29, 2021

Mr. Ken Hiatt
Woodland City Manager
300 First Street
Woodland, CA 95695

**Subject: Amendment Number 8 to City of Woodland Professional Services
Agreement No. CM000301 – MBK Contract for Engineering and Project
Management Support Services through December 2021**

Dear Mr. Hiatt:

Enclosed is a Scope of Work to support a contract amendment for MBK Engineers (MBK) to provide engineering services for the Lower Cache Creek Feasibility Study (LCCFS). We will continue to assist the City of Woodland (City) in achieving flood risk reduction in a manner that is supportive of community objectives; fiscally responsible; compatible with the federally authorized projects for flood management within the region; and supportive of the Central Valley Flood Protection Plan, adopted by the California Central Valley Flood Protection Board.

MBK's support to the City during the course of this effort has continued to evolve. MBK has supported securing the California Department of Water Resources (DWR) Urban Flood Risk Reduction (UFRR) Program grant funding; provided detailed evaluation of U.S. Army Corps of Engineers (USACE) alternatives, which took place during a pause in the federal feasibility study; continued review of USACE alternatives through completion of the USACE's tentatively selected plan milestone; investigated the potential impact of flood risk reduction alternatives on the long-term functionality of the Cache Creek Settling Basin; and integrated the City's flood risk reduction objectives into an evolving regional improvement plan, including identification of potential non-structural measures intended to supplement the USACE Project.

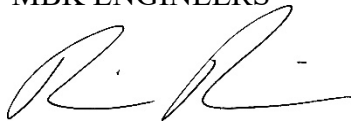
MBK anticipates continued assistance to the City through December 2021, as the USACE's feasibility undergoes Washington Level Review after the completion of the USACE Chief's Report, scheduled for June 30, 2021. Support will be provided through project management, planning, and technical support, along with recommendations for management of

the cost, scope, and schedule for the LCCFS.

A budget that identifies MBK's anticipated level of effort for each task is provided as Exhibit 1. This budget incorporates MBK's 2021 Schedule of Fees (Exhibit 2). Although the intensity of our efforts is difficult to determine based on the nature of the work, we anticipate that an additional \$100,000 will be expended through December 2021. As a result, our contract will increase from \$944,000 to \$1,044,000.

We appreciate the opportunity to assist you with this effort. Please let me know if you have any questions.

Sincerely,
MBK ENGINEERS

A handwritten signature in black ink, appearing to read 'Ric Reinhardt', with a stylized flourish at the end.

Ric Reinhardt, P.E.

SG/oh

R:_Flood Control/AGRMTS/Woodland Contract Amendment No. 8 2021-02-01

Enclosures: Scope of Work through December 2021
2021 MBK Schedule of Fees

MBK Engineers
Scope of Work through December 2021
Lower Cache Creek Flood Risk Reduction Study

AMENDMENT NUMBER 8

1.	Support of USACE Feasibility Study	
1.1	Program Management	\$50,000
1.2	Planning Technical Support	\$40,000
1.3	UFRR Funding Agreement Support	\$10,000
		<u>Total \$100,000</u>

Exhibit 1

SCHEDULE OF FEES

1. Standard Fees:

	<u>Per Hour</u>
Principal/Principal Engineer	\$220–290
Supervising Engineer	180–260
Senior Project Manager	190–260
Project Manager	160–220
Senior Engineer	160–230
Engineer/Hydrologist	130–190
GIS Professional	120–190
Water Resources Associate	110–180
Assistant Engineer	100–160
Prevailing Rate Surveyor, Chief of Party	194
Prevailing Rate Surveyor, Rodman/Chainman	180
GIS Specialist	80–150
Technician/Drafter	80–150
Junior Engineer	75–120
Engineering Aide	50–90
Technical Editor	50–125
3-Person Survey Crew	300
2-Person Survey Crew	265

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$55 per hour. Use of MBK owned boat will be billed at \$135/day. Use of MBK owned drones will be billed at \$145/day or as specified in a separate agreement. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

Exhibit 2



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.12
SUBJECT: Approval of Final Map 5171, Cleveland Street Lofts, and Related Subdivision Improvement Agreement.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2. Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3. Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Staff Contact:

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

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at build-out, the 16 lots are estimated to generate approximately \$325,000 in development impact fees. There is no impact to the General Fund.

Background:

The City of Woodland Planning Commission approved the tentative map for 16 Single family lots on August 15, 2019. The 16 lots are located on the east side of Cleveland Street between Main Street and Lincoln Avenue. The project is developing a currently vacant property.

SZ Downtown Partners, has completed all conditions required the Tentative Map, and is requesting that the City Council approve the 16-lot Final Subdivision Map (SM) No.5171, Cleveland Street Lofts, and the associated Subdivision Improvement Agreement.

Discussion:

The Owner has met or completed the conditions of approval triggered by final map approval. The final map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to: 1. Approve Final Subdivision Map 5171, Cleveland Street Lofts; and 2. Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3. Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Agreement
3. Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5171, CLEVELAND STREET LOFTS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH SZ DOWNTOWN PARTNERS, LLC FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, City Planning Commission approved tentative map on August 15, 2019 with map conditions of approval; and

WHEREAS, SZ Downtown Partners, LLC has completed the conditions of approval and has filed a final map for 16 lots; and

WHEREAS, the City of Woodland has reviewed the map, improvement plans, and related documents and determined that they are technically correct and consistent with the tentative map and conditions of approval; and

WHEREAS, the City Council wishes to approve Final Map 5171, Cleveland Street Lofts, and the associated Sub Division Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5171, Cleveland Street Lofts; and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to sign the Agreement, and the City Manager is authorized to amend the agreement and to grant time extensions to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5171

between

THE CITY OF WOODLAND
a California municipal corporation

and

SZ DOWNTOWN PARTNERS, LLC
A California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5171

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2021, by and between the CITY OF WOODLAND, a California municipal corporation (“City”) and **SZ DOWNTOWN PARTNERS, LLC, a California limited liability corporation**, with its principal office located at **1310 West Street, Woodland, CA 95695** (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Woodland Planning Commission on August 15, 2019. The tentative subdivision map is identified in City records as Subdivision Map No. 5171 (“Map”).

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

C. Developer has submitted and requests approval of Final Map No.5171, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

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

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

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

III. TERMS

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

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

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

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

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses

and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

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

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

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

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

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

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

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

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

they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

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

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

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

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

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

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

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

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

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

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

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

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

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

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

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

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

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

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

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping

in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **One Hundred Sixty-Seven Thousand Sixty-Nine and 10/100 Dollars (\$167,069.10)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Eighty-Three Thousand Five Hundred Thirty-Four and 55/100 Dollars (\$83,534.55)**, which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

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

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

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

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

action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

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

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

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

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

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

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

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

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

14.5 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 General Provisions.

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

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

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

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

CITY:

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

DEVELOPER:

SZ Downtown Partners, LLC
1310 West Street
Woodland, Ca 95695
Attn: Dave Snow

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

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

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

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

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

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

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

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

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

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

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

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

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

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

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

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

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

CITY OF WOODLAND

SZ DOWNTOWN PARTNERS, LLC

By: _____
Paul Navazio, City Manager

By: _____
Signature

Print Name

Title

ATTEST:

By: _____
Ana Gonzalez, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

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

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

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

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO 5171 SZ DOWNTOWN PARTNERS, LLC
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:**

The land described herein is situated in the State of California, County of Yolo, City of Woodland, described as follows:

A portion of Parcel One and all of Parcels Two and Four, as described in Instrument No. 2003-0037419-00, Yolo County Records, described as follows:

Beginning at the northwesterly corner of said Parcel One, said corner being on the east line of Cleveland Street; thence from said Point of Beginning, South 89° 48' 26" East 140.96 feet, along a north line of said Parcel One; thence South 00° 26' 22" West 185.50 feet to the southeast corner of said Parcel Four; thence North 89° 48' 26" West 141.21 feet, along the south line of said Parcel Four, to a point on the east line of Cleveland Street; thence North 00° 31' 04" East 185.50 feet, along said east line, to the Point Of Beginning.

Further described as New Parcel "B" in Exhibit "A" of the Certificate of Compliance recorded January 28, 2009, Instrument No. 2009-0002343, Official Records.

APN: 006-601-029

A-1

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

SUBDIVISION NO. 5171

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans:

“Off-site Improvement Plans For: Cleveland Street Suites, Subdivision Map No. 5171”

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

SUBDIVISION NO. 5171

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

FAITHFUL PERFORMANCE BOND: \$ 167,069.10

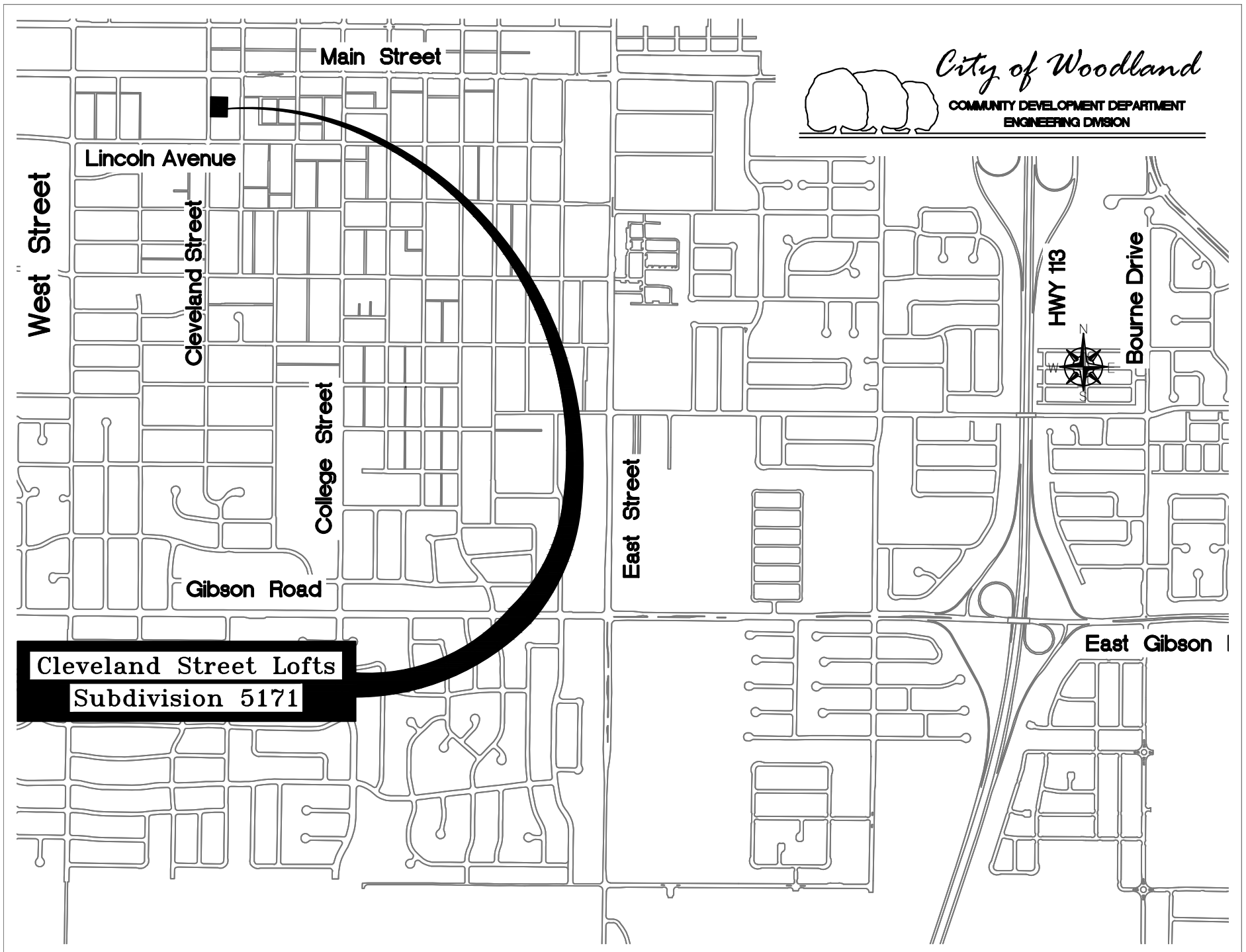
Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

PAYMENT BOND: \$ 83,534.55

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

GUARANTEE AND WARRANTY SECURITY BOND: \$ 16,706.91

Surety: Atlantic Specialty Insurance Company
Attorney-in-fact: Brook T. Smith
Address: 605 Highway 169 North, Suite 800
Plymouth, MN 55441





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.13
SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the E. Main Street Improvement Project, CIP 13-05.

Staff Contact:

Clara Olmedo, Associate Engineer – (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact:

The E. Main Street Improvement Project, CIP 13-05, is included in the Capital Budget in the amount of \$5,921,000. Funding includes \$2,956,000 of Bike and Pedestrian and Local /Regional Transportation Grant funds from the Sacramento Area Council of Governments (SACOG), \$50,000 of Water Enterprise Funds, \$1,000,000 of Road Maintenance and Rehabilitation Account (RMRA- SB1) Funds, \$1,650,000 of Measure E funds, and \$265,000 from Caltrans SHOPP Minor funds. The project budget includes the costs for design, project management, construction management/inspection and construction.

There is no impact to the General Fund.

Background:

The project is located on East Main Street from East Street to the Interstate 5 (I-5) northbound off ramp. Part of the project is located within the State of California right of way and work within the State's right of way will need to be completed under an encroachment permit.

The project will install a landscape separated, off-street bike path on the north side of E. Main Street between Pioneer Avenue and Matmor Road. The project also includes microsurfacing the pavement, and restriping the road between East Street and the I-5 overcrossing of East Main Street. Restriping will include the narrowing of travel lanes to reduce travel speeds and the widening of the existing on-street bike lanes and adding bike lanes where they do not exist. Additionally, the project will install curb and gutter, landscape, fencing, irrigation and storm drainage improvements on the north side of East Main between Pioneer Avenue and East Street.

In October 2014, staff released a request for proposals from firms/teams to perform design services for this project. After a thorough evaluation of the submitted proposals, staff determined the top rated firm was Mark Thomas & Company. In early 2015, Council approved the design contract and shortly thereafter design for the project began.

The project was delayed in late 2015, when the City was awarded funding for projects to rehabilitate W. Court Street and W. Main Street. Due to limited staffing and the short timeline for expenditure of funding for these new projects, the design phase of the W. Court and W. Main projects were prioritized over the E. Main Street project.

In early 2019, Caltrans informed the City that they had funding for operational and safety improvements for E. Main Street near the southbound I-5 on-ramp to reduce E. Main Street congestion. Since the City project was scheduled to be constructed prior to the Caltrans project, the Agencies made an agreement whereby Caltrans would provide the City \$265,000 to put toward the improvements which would meet both Caltrans' and the City's needs. The improvements include reduced curb return radii and new curb ramps to calm traffic turning onto the I-5 southbound on ramp, crosswalk striping at the intersection, and a new median island with passageways on the on-ramp to allow safer passage for pedestrians and bicyclists.

Discussion:

Staff is processing the final plans and specifications through Caltrans and anticipates receiving authorization for construction in late February or early March. Upon Council and Caltrans authorization, the project will be advertised for bidding. Staff is anticipating a bid opening and a return to Council in May for construction contract award. The project is anticipated to be complete late 2021.

Staff is completing a Request for Proposals process to select a consultant to provide construction management and specialized inspection and material testing services for the project. Staff anticipates a request for Council approval of a consultant services agreement with the selected consultant when staff returns to Council to award the construction contract.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the E. Main Street Improvement Project, CIP 13-05.

Prepared by: Clara Olmedo, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. E Main Street_Roadway Improvement Cross Sections

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND
AUTHORIZING BID ADVERTISEMENT FOR THE
E. MAIN STREET IMPROVEMENT PROJECT, CIP 13-05**

WHEREAS, the City of Woodland has funding in the Capital Budget for the E. Main Street Improvement Project, CIP 13-05 (the “Project”); and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA), and the Project is to be exempt under CEQA Guidelines; and

WHEREAS, the Project has been reviewed in accordance with the National Environmental Policy Act (NEPA), and the State has determined that this project is cleared as defined by NEPA Guidelines.

WHEREAS, the City wishes to approve the plans and specifications for 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 approves the plans and specifications for the E. Main Street Improvement Project, CIP 13-05, which are available on file with the City Clerk.

Section 2. The City Council authorizes staff to advertise the E. Main Street Improvement Project, CIP 13-05 for bids, subject to Caltrans authorization to proceed with construction.

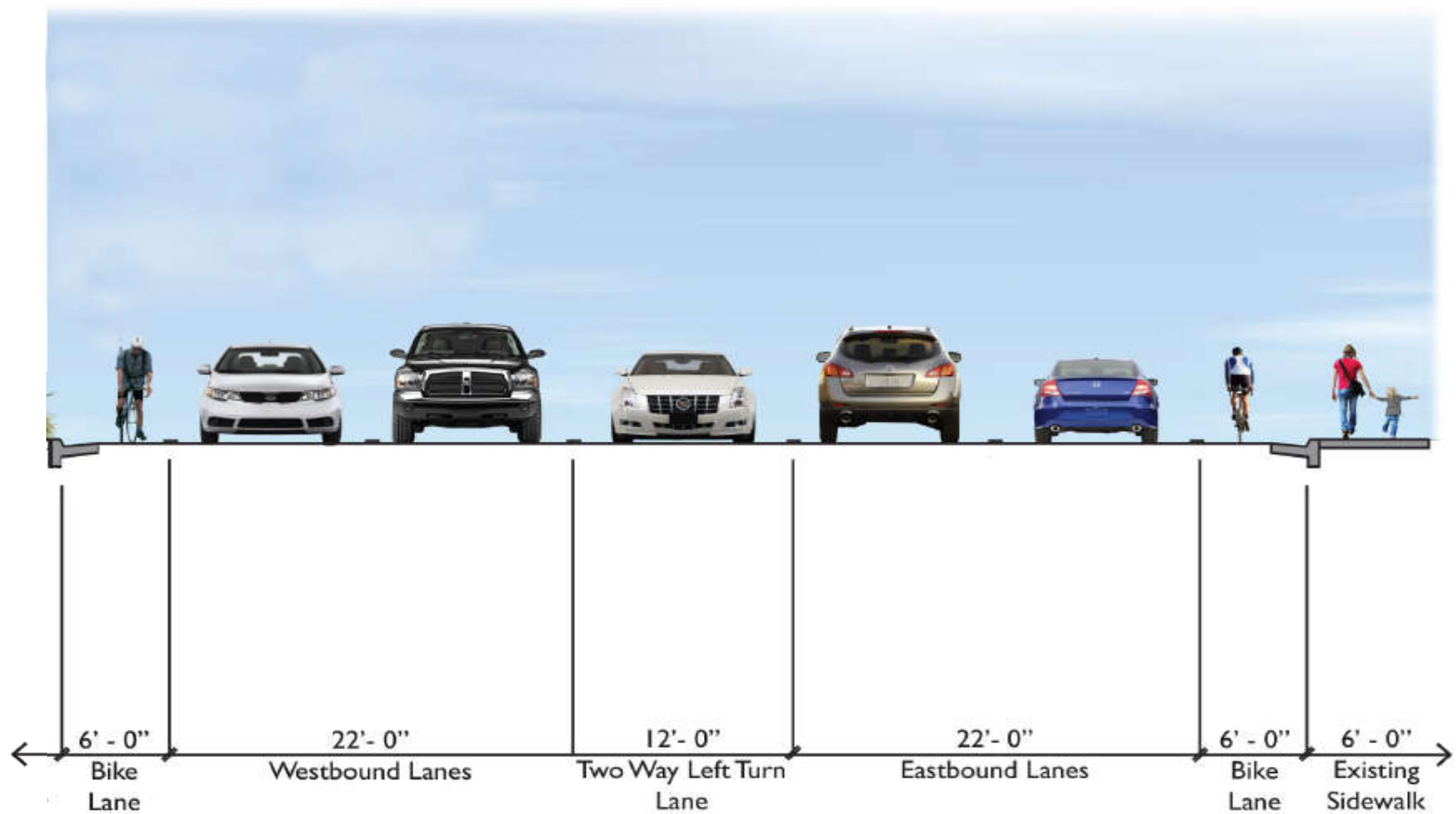
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

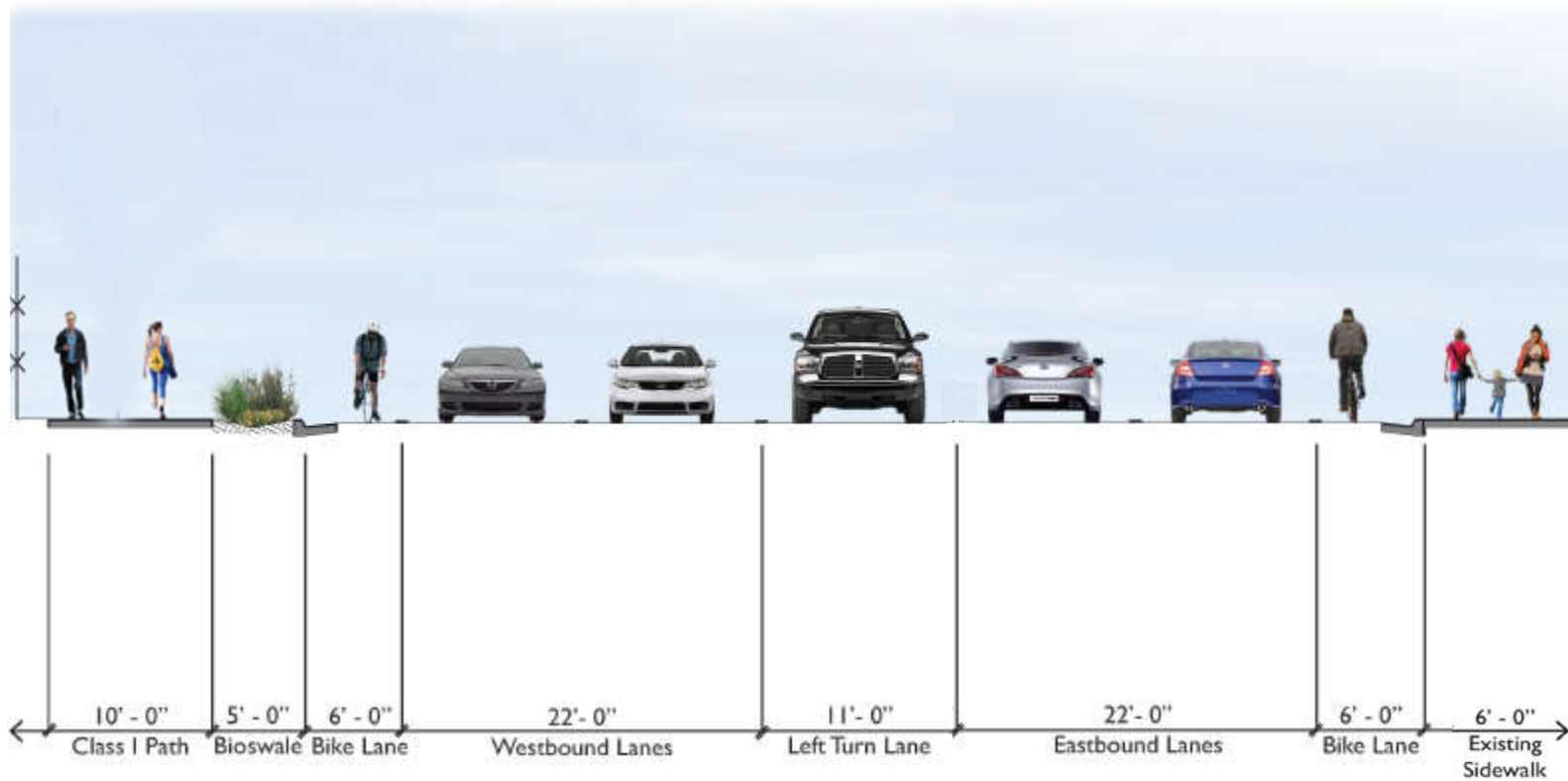
ATTEST:

Ana B. Gonzalez, City Clerk



East Woodland Main Street Improvements

East Street to Matmor Road



East Woodland Main Street Improvements

Matmor Road to State Route 113

*Class I bike path, bike lane and bioswale continues to Pioneer Avenue



TO: THE HONORABLE MAYOR AND CITY COUNCIL
 AGENDA: City Council Regular Meeting
 DATE: February 16, 2021
 ITEM #: G.14
 SUBJECT: Janitorial Services Three-Year Agreement and Additional Appropriation Request

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ 1) authorizing the City Manager to execute the Janitorial Services Three-Year Agreement with Spencer Building Maintenance, Inc. to perform janitorial services at six City facilities in the amount of \$102,820.00 per year, and 2) authorize an additional appropriation of \$7,237.00 from the General Fund (101) for the new janitorial services agreement costs for FY21.

Staff Contact:

Troy Thompson, Fleet & Facilities Manager, (530) 665-0832, troy.thompson@cityofwoodland.org

Fiscal Impact:

The total cost of the janitorial services under this agreement will be \$102,820.00 per year over the course of three years. Each facility will be charged its own separate service based on the attached Price Sheet, with the exception of the Police Department. The Police Department has a month-to-month Agreement established with a different janitorial contractor in which the department receives a lower price. The Water Pollution Control Facility (WPCF) will absorb the additional cost in their remaining budget and is excluded from the additional appropriation request. The previous janitorial services agreement expires on February 28, 2021, the remaining 4 months in the fiscal year will require an increase in the janitorial budget to offset the increase cost of janitorial services for the new contract. Below is each facility's assumed funds remaining for janitorial services based on the existing agreement, new contract monthly cost, and the additional cost of janitorial service this FY is \$7,237.00.

Facility	Account Numbers	Remaining Budget (4 Months)	New Contract Amount (4 Months)	FY 21 Funding Gap
City Hall	101-084-7811-5262	\$7,755.00	\$9,500.00	\$1,745.00
Library	101-071-7710-5240	\$10,500.00	\$12,408.33	\$1,908.33
Municipal Service Center	101-084-7813-5262	\$2,538.33	\$3,733.33	\$1,195.00
Fire Station #3	101-062-7606-5256	\$918.00	\$1,131.67	\$213.67
Charles Brooks Swim Center	101-042-7423-5262	\$2,750.00	\$4,925.00	\$2,175.00
				<u>\$7,237.00</u>

The additional appropriation requested from the General Fund (101) is \$7,237.00.

Background:

Staff pursued a formal Request for Proposals (RFP) for janitorial services in November 2020. Six responsive proposals were received from qualified janitorial services vendors, while none of the vendors were locally based. Proposals were evaluated on a 100-point basis based on four scoring criteria: 1) Bid Price, 2) Contractor Qualifications and Financial Stability, 3), Staff Qualifications, Operations, Facility, and Resources, and 4) Operating Methodology and Practices.

An evaluation committee was convened consisting of three City staff members. The committee evaluated each proposal base on scoring criteria 2-4 identified above. The Bid price from each proposal was scored proportionate to the lowest bid. Spencer Building Maintenance, Inc. scored 77.5 points on the evaluation, the highest amount of points among the bidders. The final scores are attached for reference.

Discussion:

The bid price submitted by Spencer Building Maintenance, Inc. was \$102,820.00 per year for three years. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by City Council. The additional appropriation from the General Fund (101) for FY21 is necessary due to the increase cost of janitorial services at City Facilities.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____ 1) authorizing the City Manager to execute the Janitorial Services Three-Year Agreement with Spencer Building Maintenance, Inc. to perform janitorial services at six City facilities in the amount of \$102,820.00 per year, and 2) authorize an additional appropriation of \$7,237.00 from the General Fund (101) for the new janitorial services agreement costs for FY21.

Prepared By: Troy Thompson, Fleet & Facilities Manager

Reviewed By: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. Final Scores
2. Spencer Building Maintenance, Inc. Price Sheet
3. Janitorial Services FY21 Resolution
4. Woodland_Janitorial Services Agreement

Spencer		Pride		UBS		First Choice		Karla's		Pro-Line	
	Points (0-25)		Points (0-25)		Points (0-25)		Points (0-25)		Points (0-25)		Points (0-25)
GRAND TOTAL SCORE	77.5	GRAND TOTAL SCORE	76.2	GRAND TOTAL SCORE	75.8	GRAND TOTAL SCORE	74.0	GRAND TOTAL SCORE	58.0	GRAND TOTAL SCORE	32.7
Bid Price	\$143,537.00	Bid Price	\$165,334.06	Bid Price	\$142,152.00	Bid Price	\$84,371.00	Bid Price	\$251,608.00	Bid Price	\$227,148.00
Bid Points	16.2	Bid Points	12.9	Bid Points	16.1	Bid Points	25.0	Bid Points	0.0	Bid Points	3.7
Qual/ Financials	23.0	Qual/ Financials	22.3	Qual/ Financials	22.7	Qual/ Financials	17.0	Qual/ Financials	19.3	Qual/ Financials	10.0
Staff/Ops/Fa c/Resources	18.0	Staff/Ops/Fa c/Resources	22.0	Staff/Ops/Fa c/Resources	18.7	Staff/Ops/Fa c/Resources	18.0	Staff/Ops/Fa c/Resources	20.3	Staff/Ops/Fa c/Resources	10.0
Ops Method/Prac tices	20.3	Ops Method/Prac tices	19.0	Ops Method/Prac tices	18.3	Ops Method/Prac tices	14.0	Ops Method/Prac tices	18.3	Ops Method/Prac tices	9.0
Total	77.5	Total	76.2	Total	75.8	Total	74.0	Total	58.0	Total	32.7

Bid Points Calculation:

1. Highest Bid - Bid Price = Result 1
2. Result 1 / Spread = Result 2
3. Result 2 X 25 Max Points = Bid Points (rounded to nearest tenth)

Highest Bid = \$251,608.00

Lowest Bid = \$84,370.00

 Bid price adjusted based on calculation error

EXHIBIT "A"**PRICING FORM**

*Revised 01.12.21
3-year fixed price/
year., 15% supply
markup*

**Attention: Troy Thompson, Fleet & Facilities Manager
City of Woodland
655 N. Pioneer Avenue
Woodland, CA 95776**

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the contract: Addenda No. _____

Spencer Building Maintenance, Inc. (name of company) will provide the labor for the overall management of custodial services as outlined in the attached scope of work

Description	Annual Amount
City Hall X 12 (M, W & F Full Service) (T & Th 1 st floor main hallway public restrooms only) Empty outside trash bins 5 times/week	\$ 28,500
Fire Station #3 Training Room and Kitchen Area X 12 (F Full Service)	\$ 3,395
Library X 12 (T, Th & S Full Service, including Leake Center). (W & F 1 st floor restroom service and 1 st floor trash emptied only) Empty outside trash and recycling bins 5 times/week	\$ 37,225
Municipal Service Center X 12 (T & F Full Service)	\$ 11,200
Water Pollution Control Facility X 12 (T & F Full Service)	\$ 7,725
Charles Brooks Swim Center X 12 (M, T, W, Th, F Male & Female locker rooms and outside restrooms) T & Th Full Service to include the entire auxiliary building	\$ 14,775
Police Department (30 hours a week option) X 12 (M-F; 6 hours each day) during business hours 7 a.m. & 7 p.m.)	\$ 40,717
*Janitorial Supplies Mark-Up (% of \$ if flat rate)	15 %/\$
Regular Hourly Rate	\$ 26
Special Hourly Rate	\$
TOTAL ANNUAL SERVICE AMOUNT	\$ 143,537

M = Monday; T = Tuesday; W = Wednesday; Th = Thursday; F = Friday; S = Saturday; Sun = Sunday

EXHIBIT "A"**PRICING FORM
(Continued)****OTHER SCHEDULED SERVICES**

Set forth below is a schedule of infrequent services. City reserves the right to request Contractor to provide the services if necessary, in which case Contractor will provide the labor for the overall management of these other scheduled custodial services as outlined in the following table:

Descripton	Schedule	Annual Amount
Carpet Extraction	1 time annually	\$.10 / sf, \$400 min/occ.
Floor Scrub	4 times annually	\$.90 / sf, \$400 min/occ.
City Hall Floor Wax	2 times annually	\$.45 / sf, \$400 min/occ.
Library Leake Center Carpet Cleaning	1 time annually	\$.10 / sf, \$400 min/occ.
Library Interior and Exterior Window Cleaning	2 times annually	\$ 1,870
Library Pressure Washing	2 times annually	\$ 1,320

SPECIAL SERVICES DUE TO COVID (Separate month-to-month contract)

Facility	Additional Scope of Work	Monthly Price
City Hall	1. (2) additional days/week of full service, including touch point cleaning 2. (5) days/week Daytime cleaning of bathrooms and touch point cleaning from Noon to 1:15	1. \$ 1,240 2. \$ 850 Total: \$ 2,090
Library	(3) additional days/week of full service, including common touch point cleaning	\$ 2,783
WPCF	(1) day/week common touch point cleaning	\$ 250

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE JANITORIAL SERVICES 3-YEAR
AGREEMENT WITH SPENCER BUILDING MAINTENANCE, INC., AND AUTHORIZE
ADDITIONAL APPROPRIATION FROM THE GENERAL FUND.**

WHEREAS, the City of Woodland wishes to enter into a three-year Janitorial Service Agreement with Spencer Building Maintenance, Inc. to perform Janitorial Services at six City facilities for the amount of \$102,820.00 per year; and

WHEREAS, the City Council wishes to authorize the City Manager to execute the Janitorial Services Agreement with Spencer Building Maintenance, Inc.; and

WHEREAS, the previous Janitorial Services Agreement ends on February 28, 2021 and the new Janitorial Services Agreement requires \$7,237.00 additional funds from the General Fund (101) to complete the remaining four months of FY21; and

WHEREAS, the City Staff request additional appropriation from the General Fund (101) of \$7,237.00 for Janitorial Services in FY21.

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

SECTION 1: That the City Council hereby authorizes the City Manager to execute a three-year Janitorial Services Agreement with Spencer Building Maintenance, Inc. for \$102,820.00 per year; and

SECTION 2: Authorizes an additional appropriation of \$7,237.00 from the General Fund (101) for the additional janitorial cost associated the new janitorial services agreement for the remaining four months of FY21.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
JANITORIAL SERVICES AGREEMENT**

CM #	
------	--

This Agreement is made and entered into this _____ day of February, 2021 by and between the City of Woodland, a California municipal corporation (“City”) and Spencer Building Maintenance, Inc., a corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Contractor desires to perform and assume responsibility for the provision of certain professional Contractor services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Janitorial Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Contractor agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Contractor to render such services for the as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional janitorial services necessary for the Janitorial Services contract (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from March 1, 2021 to February 28, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Contractor may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Contractor shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage

3. FEES AND PAYMENTS.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Two Thousand Eight Hundred Twenty Dollars and Zero Cents (\$102,820.00) per year or Three Hundred Eight Thousand Four Hundred Sixty Dollars and Zero Cents (\$308,460) for the three year term without written approval of City Manager. Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor’s compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONTRACTOR.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Aracely Gonzalez, Operations Director.

5.3.1 City's Representative. The City hereby designates Fleet & Facilities Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Contractor's Representative. Contractor hereby designates Spencer Building Maintenance President/CEO, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subContractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and

procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subContractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

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

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

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an

extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

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

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

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

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

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

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for SubContractors. All subContractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subContractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subContractor's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all

copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 SubContractors. Contractor shall require all subContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its subContractors, or those provided to Contractor by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Contractor shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Contractor for any purposes other than the performance of the Services. Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other

information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 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
655 N. Pioneer Ave.
Woodland, CA 95776
Attn: Troy Thompson, Public Works Department

Contractor:

SPENCER BUILDING MAINTENANCE
10457 Olde Placerville Rd., #100
Sacramento, CA 95827
Attn: Joan Spencer, Vice President

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.

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, but shall not otherwise be reduced. If Contractor's obligations to defend, indemnify, and/or hold harmless arise out of Contractor's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Contractor obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Contractor's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Contractor's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and SubContractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, sub-subcontractors and subContractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, Contractors, sub-subcontractors or subContractors to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subContractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subContractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

11.5.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subContractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775),

employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subContractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subContractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

11.6 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subContractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

11.12 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.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. 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. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subContractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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.

11.19 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.

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

11.21 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

SPENCER BUILDING MAINTENANCE, INC.

By: _____
Name: Ken Hiatt
Title: City Manager

By: _____
Name:
Title:

Attest:

Attest:

By: _____
Name: Ana B. Gonzalez
Title: City Clerk

By: _____
Name:
Title:

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

PART II

SPECIFICATIONS

1. GENERAL INFORMATION

The City is requesting proposals from qualified janitorial services contractors with experience servicing cities and/or counties, to provide janitorial services for seven facilities: City Hall, Library, Water Pollution Control Facility, Municipal Service Center, Fire Station #3 Training Room, and the Charles Brooks Swimming Pool. Contract will be for one (1) three (3) year term (March 1, 2021 through February 29, 2024) with the option of two (2) one (1) year extensions.

Contractor is to be aware of the California Labor Code Section 1060, regarding displaced janitors. It is the Contractor's responsibility to review this legislation and familiarize themselves with its content.

2. TECHNICAL SPECIFICATIONS/PERFORMANCE STANDARDS

Services performed under the contract shall be subject to inspection and approval by the Fleet and Facilities Manager. This section outlines the minimum acceptable standards.

A. FLOOR MAINTENANCE

1. General: For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or windowsills. Upon completion of work, all furniture and equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed disfigured or damaged during these operations.

Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions; this applies during inclement weather as well as during cleaning operations. All tools and equipment shall be maintained in clean conditions at all times and neatly stored each night in the assigned storage areas. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

2. Sweeping and Damp Mopping: After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, under furniture, behind doors, on stair landings and treads. Likewise, sidewalks, entrances, garages and other assigned areas shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up. There shall be no dirt or trash under desks, tables or chairs.
3. Wet mopping and scrubbing: The floors shall be properly prepared; thoroughly swept to remove visible dirt and debris; removal of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt; water

streaks, mop marks, string, etc.; properly rinsed and dry-mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is designated, it shall be performed by machine or by hand with a brush.

4. Floor Finishing: The job of floor finishing includes the cleaning and applying of finish to asphalt, rubber, vinyl and linoleum floors.

(a) Sweeping: Sweep floors thoroughly. Remove all gum and adhesive materials.

(b) Stripping: Remove all old finishes or wax from floors, using a concentrated solution of liquid cleaner. Cleaner is to be applied with a mop, and scrubbed with an electrical polishing machine with scrub brush or a medium grade-scrubbing pad. Extremely stubborn spots, gum, rust, burns, etc. shall be removed by hand with a scouring pad dipped in the cleaning solution. Corners and other areas that the polishing machine cannot reach shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised so that baseboards, walls and furniture shall not be splashed or marred. Cleaning solution shall be taken up with a mop or a water pickup and the floor rinsed twice with clean water to remove all traces of cleaning solution. Do not flood floor with water; use only enough water as required for good rinsing. Floor shall be allowed to dry thoroughly after rinsing.

(c) Finishing: Apply a minimum of four coats of floor finish, allowing sufficient drying time between each coat. The last coat only should be applied up to but not touching the baseboard. All other coats should be applied to within four inches of the baseboard.

Note: Should there be more than eight hours delay before applying finish after the floor has been cleaned or between coats, the areas must again be cleaned to remove surface dirt and scuff marks before applying finish.

(d) Periodic Spray Buffing: Sweep floor thoroughly. Use damp mop to remove any spillage. Spray buff floor, using floor polishing machine, synthetic fiber pad and spray equipment containing 50% water and 50% floor finish of the same type as on the floor. Spray only worn areas, using a fine mist applied 2-3 feet ahead of the floor machine, and buff immediately to blend in.

5. Hard Floor Maintenance: Hard floors such as brick terrazzo, marble, etc., shall receive the same treatment as resilient floors above, with the exception that after the stripping operation, floors shall be sealed with a penetrating water base sealer.

6. Carpet Cleaning: All carpets shall be deep cleaned using wet extraction method, unless otherwise indicated by the City, at the scheduled frequencies, using approved industrial carpet cleaning equipment i.e. Work Master Series

E or equal.

7. Miscellaneous:

(a) Rugs: After each thorough vacuuming, all rugs shall be clean, free from dust balls, dirt and other debris; nap on rugs shall lie in one direction.

(b) Elevator Floors: Where floors have resilient-type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning.

(c) Toilets: Special attention shall be given to floors around urinals and commodes for elimination of odors and stains and to provide a uniformly clean appearance throughout. Buildings with waterless urinal cartridges must be changed at a minimum of 2 months or as needed. If cartridges are not changed within the minimum of 2 months or as specified in instruction sheet, Contractor will replace for free.

B. DUSTING:

Dusting shall be removed directly from the areas in which it lies by the most effective means – appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after completion of each dusting task:

1. There shall be no dust streaks.
2. Corners, crevices, molding and ledges shall be free of all dust.
3. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
4. When inspected, there shall be few traces of dust on any surface.

C. DAMP-WIPING:

This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

D. BRIGHT METAL POLISHING:

Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance can be attained.

E. POLICING:

This job includes performance of the following tasks at the stated frequencies: picking up and removing from the areas inside the building, all paper, trash, empty bottles and other discarded materials, maintaining wall-hung and floor receptacles in a neat and presentable condition. This shall include all outside trash and cigar/cigarette ash receptacles. Areas inside the building shall be kept clear of spots of tar and other foreign substances. Tidying up drinking spillage, accidents or inclement weather water on floor surfaces will be included. All entranceways shall be kept free of dirt, dust, trash, cigarettes, etc., and cleaned at the frequencies specified.

F. WINDOW WASHING AND GLASS CLEANING:

After each washing operation, all glass shall be clean and free of dirt, grime, streaks excessive moisture and shall not be cloudy. Sash glass moved during the operation shall be returned to its original position.

Window sashes, sills, woodwork about interior glass and other surroundings shall be thoroughly wiped free of other drippings and other watermarks.

In instances where building occupants would be seriously inconvenienced, the window washing activities shall be scheduled at the discretion of the Fleet and Facilities Manager.

NOTE: Cleaning must be done in conformance with safety and other local laws and regulations.

G. PORCELAIN WARE CLEANING:

Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.

Walls and floors adjacent to fixtures shall be free of spots, drippings and watermarks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc. and nozzles free from encrustation.

Waterless urinals shall be cleaned accordingly to manufacture's recommendations.

H. SPOT CLEANING:

Following this cleaning operation, smudges, marks or spots shall have been removed from the designated areas without causing unsightly discoloration.

I. TRASH/RECYCLE:

Contractor shall be responsible for removing trash, food and recycle waste from all

bins from within the buildings and dumped into City provided trash and recycle bins located outside each of the buildings or as instructed. Trash and recycling must remain separated and disposed according to the appropriate bins. Once the City's organic's recycling program is implemented, food waste must also remain separated and disposed according to the appropriate bin. The trash liners must also be disposed of when there is trash inside of it.

J. SUPPLIES:

Contractor shall be responsible for supplying and distributing necessary and adequate supplies to each serviced building storage closet area for Contractor employees to restock facility bathroom and break room areas as needed. For buildings that are supplied by the individual department, Contractor shall be responsible for stocking bathrooms, break rooms, or where needed. Supplies to distribute shall include toilet paper, paper towels, seat covers, hand soap, plastic can liners, multifold towels, and other required supplies.

The Contractor must include their administrative fee, if any, for ordering and stocking supply items in their proposal.

Note: The Charles Brooks Swimming Center will be responsible for ordering their own supplies; the Contractor will be responsible for restocking the bathrooms with toilet paper and hand soap and replacing the trash and recycling receptacle liners.

Contractor must also conform to Section 5.3 of the City's Environmentally Preferable Procurement Policy, which requires the Contractor to purchase cleaning supplies and chemicals that are environmentally preferable, to use cleaning products that are non-toxic or are less toxic than competing products and to use clear plastic bags in recycling receptacles.

K. STORAGE OF CHEMICAL CLEANERS:

Only small quantities of less than five gallons may be stored in City buildings, and all containers are to be labeled clearly as to its contents.

L. OUTSIDE/PORCH AREAS:

Where cleaning outside porch areas is specified, such cleaning shall include each entrance/exit to the building, starting at the door and continuing away from the building (including porch areas, steps and walkways) as follows:

1. To ground level for buildings with entrances/exits above or below the ground level. To the edge of the overhang for buildings with entrances/exits at ground level.
2. Such cleaning shall include cleaning entrance door, hardware and glass, emptying of cans and trash receptacles, sweeping walks and steps and removing bird droppings, litter, markings and other unsightly conditions.

3. RESPONSE TIMES

The Contractor shall be available 24/7 via cell phone and shall respond to an emergency within two (2) hours of initial contact during the Contractor's regular business hours and within (4) hours after hours and weekends at the rate specified in the cost proposal. Successful Contractor will provide the City with their regular business hours and the emergency phone numbers of contracted staff. All contracted staff must have a cell phone, provided to them by the Contractor, while working at the City. The Contractor must inform the City of any contact information changes within 24 hours after the change has taken effect.

4. CONTRACTOR MINIMUM REQUIREMENTS

A. MINIMUM QUALIFICATIONS:

1. Contractor shall possess all applicable licenses, permits and insurance required by the State of California and the City to perform Janitorial Services as specified herein. All costs thereof shall be deemed included in the price proposed for these Services. Such licenses and certifications are to be presented to the City with this proposal.
2. Contractor shall be an established firm conducting business providing Janitorial Services for a minimum of five (5) consecutive years with commercial and/or government entities with similar square footage and/or multiple buildings in a similar setting with a minimum of 500,000 sq ft and doing business in California.
3. The Contractor must demonstrate in their proposal the ability to meet the commence service date identified in PART 1 GENERAL CONDITIONS; Section 5 titled Schedule of Bid Period Activities.
4. The Contractor must have qualified staff with identifiable support personnel dedicated to the sole purpose of assuring the supply of adequate and competent janitorial services.
5. The Contractor must have a central office capable of supervising and monitoring this service and the satisfactory completion of the contract work scope.

B. MINIMUM WORK REQUIREMENTS:

1. Contractor's personnel must submit to and pass (LiveScan) criminal background check, drug testing and fingerprint screening. Contractor is responsible for incurring these costs. Records to substantiate these requirements must be made available to the City within 24 hours of a request. The City reserves the right to require that the Contractor replace any person who fails to pass a background screening.
2. All janitorial contract employees are required to receive all appropriate

safety training in all aspects of custodial/ housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the City within 24 hours of a request.

3. The Contractor shall ensure employees are qualified to operate custodial equipment before assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual's training and certifications. The Contractor shall ensure that all employees are properly trained in the application and mixing of chemicals used and wear appropriate protective equipment where applicable.
4. Contractor employees shall be required to wear a photo name badge for identification purposes.
5. Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the City Facilities Services Branch or other department designated personnel.

C. SAFETY REQUIREMENTS:

All services must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).

D. PERFORMANCE & WARRANTIES

- a. Contractor shall ensure that all cleaning chemicals and other supplies will be used in accordance with all federal, state, and local laws and must comply with Material Safety Data Sheets (MSDS) standards and without compromising the integrity of the surface on which the cleaning agent is applied. Contractor will use green products whenever it is economically possible. Equipment shall be kept in good repair.
- b. The City, in advance of any application, must approve a list of all chemicals and supplies to be used. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract.
- c. Contractor shall supply high grade commercial grade equipment for services. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e.: defective or missing bumper cords, housing covers, etc. Contractor must use equipment which produces minimum sound level if used during business hours.
- d. Notwithstanding any other provisions of this proposal, the Janitorial

Services contractor warrants that the materials, supplies, and services furnished shall be of the most suitable grade. Such warranties shall include performance, workmanship, labor, and materials.

- e. Contractor will supply and distribute all toilet paper, paper towels, toilet seat covers, restroom soap, trash container liners, etc., to the City locations as needed. The Contractor shall maintain an accurate perpetual inventory of all supplies and shall keep records of the rate of usage of these supplies to buildings delivered. For buildings that supplied by the Department, Contractor shall be responsible for restocking restrooms, break-rooms, or where supplies are needed.
- f. Contractor shall exercise due care to protect all existing facilities, structures, and utilities. Any damage to City property due to Contractor neglect shall be corrected or paid for by the Contractor. Any damage to property or other problems shall be reported immediately.

E. INVOICING:

1. Custodial Services Invoice:

The Contractor will mail invoices directly to the City Facilities Services Branch. The Contractor will provide the following breakdown of information in written form on each invoice:

- (a) Location/City Department
- (b) Type & date of services performed (reference Task Sheet)
- (c) Cost of Service
- (d) Name of technician(s) who performed service.

2. Custodial Supplies Invoice:

The Contractor shall mail a supplies invoice separate from the services invoice. The invoice shall be accompanied by a report of supplies issued to each facility and broken down per usage as follows:

- (a) Name of Item
- (b) Unit of issue
- (c) Price per unit
- (d) Quantity supplied

3. Report(s):

If requested, the successful Contractor shall be responsible for furnishing a summary report to Fleet and Facilities at the end of each twelve (12) month period. This report shall include a twelve-month history, showing at a minimum, the following information:

- (a) Total dollars expended on the service provided by location
- (b) Type of service at each location
- (c) Item name and quantity of supplies distributed to each location.

EXHIBIT “B”
SCHEDULE OF SERVICES

5. AWARDED CONTRACTOR REQUIREMENTS

- A. Upon acceptance of the proposal, the Contractor shall assign a Project Manager. The Project Manager shall be responsible for overseeing the management of the work.
- B. The successful Contractor must supply all insurance requirements as required in the Agreement for Janitorial Services attached hereto as Exhibit "B".

6. SCOPE OF WORK (All Facilities except for the Police Department)

Office Areas

Glass	Spot clean door/entry glass	Daily
Floors	Sweep and spot mop or vacuum if carpet	Daily
Trash	Removal all trash and replace liners	Daily
Doors	Spray wipe doors to remove marks and scuffs	Daily
Low Dust	Detail dust all horizontal surfaces, counters, bookcases, picture frames and other items. Do not move any personal items	Weekly
Detail Vacuum	Detail corners and edges	Weekly
High Dust	High dust beams, vents and ledges	Monthly

Conference/Meeting Rooms

Glass	Spot clean door/entry glass	Daily
Vacuuming	Vacuum carpets	Daily
Wipe down	Tables, chairs and counters	Daily
Trash	Removal all trash and replace liners	Daily
Doors	Spray wipe doors to remove marks and scuffs	Daily
Organize	Push in chairs, straighten materials and leave in a neat appearance	Daily
Detail Vacuum	Detail corners and edges with a vacuum	Weekly
Low Dust	Detail dust all horizontal surfaces, counters, book cases and other items. Do not move any personal items	Weekly

Breakroom/Eating Areas

Sinks & Counters	Clean and sanitize	Daily
Cabinets	Spot clean exterior of surfaces	Daily
Tabletops	Wipe down tabletops	Daily
Microwave	Wipe down microwave inside and out.	Daily
Floors	Sweep and mop or vacuum if carpet	Daily
Trash	Removal all trash and replace liners	Daily
Refrigerator	Clean and sanitize	Weekly
Low Dust	Detail dust all horizontal surfaces, counters, bookcases and vents.	Weekly

Restrooms/Shower/Locker Rooms

Sinks & Counters	Clean and sanitize	Daily
Mirrors & Fixtures	All mirrors, fixtures and bright metals shall be cleaned and polished.	Daily
Toilets/Urinals	Clean and sanitize	Daily
Trash Removal	Empty trash and replace liner	Daily
Floors	Sweep and mop with disinfectant	Daily
Showers	Clean and sanitize, and remove grime	Daily
Consumables	Clean dispensers and restock	Daily
Partitions/Dividers	Clean and sanitize	Daily
Dust	Detail dust all horizontal surfaces, vents and other items.	Weekly

Halls/Corridors/Stairs

Floors	Vacuum or sweep	Daily
Stair rails	Wipe and polish	Weekly
Dust	Dust horizontal surfaces/rails	Weekly
Cement Stairs	Sweep	Monthly

Entrances/Outside Areas

Mats	Vacuum Mats	Daily
Outside Trash/Debris	Sweep entry and pick up debris near entrance. This includes the main entrance of the library	Daily
Glass	Spot Clean glass doors	Daily
Sweep	Sweep entry area	Daily

Other Tasks

Mr Fix It	Report broken fixtures, doors and other facility issues	On-going
Security	Lock all doors and window	Daily
Carpet Spotting	Remove carpet spots	On-going
Window Cleaning	Clean exterior windows (Library Only)	2 x Annually
Pressure Washing	Pressure wash main walkway and stairs (Library Only) Note: Runoff from pressure washing is not allowed into storm water drains per the City's Municipal Stormwater permit.	2 x Annually
Carpet Cleaning	Extract dirt from carpet	1 x Annually
Floors	Scrub Lobby and Restrooms	6 x Annually

Definitions:

Daily = On the days of service listed below.

Facilities

Library - 3 days (Tues/Thurs/Sat), Plus 1st Floor Restrooms and 1st Floor trash emptied Wed & Fri, empty outside trash and recycling bins 5 times/week

Leake Center is done once a month

Charles Brooks Swim Center- 5 days/ wk. service Note: Pool will need additional service on a case-by-case basis for after special events such as swim meets.

City Hall – 3 days MWF, Plus Tues & Th 1st Floor restrooms.

Fire Training –1 day of service (Fri)

Water Pollution Control Facility – 2 days service (Tues/Fri); damp cloth/damp mop only in the laboratory, no dusting or dry sweeping; floors waxed twice a year

Municipal Service Center –2 days service (Tues/Fri)

Charles Brooks Swimming Pool	155 North West Street, 95695	4,736	2 City Personnel Approx. 65,000 visitors/year	5:00 p.m. – 11:00 p.m.
Police Department	1000 Lincoln Avenue	Unknown at this time	35	7:00 a.m. – 7:00 p.m.

EXHIBIT “C”
COMPENSATION

EXHIBIT "A"**PRICING FORM**

*Revised 01.12.21
3-year fixed price/
year., 15% supply
markup*

Attention: Troy Thompson, Fleet & Facilities Manager
City of Woodland
655 N. Pioneer Avenue
Woodland, CA 95776

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the contract: Addenda No. _____

Spencer Building Maintenance, Inc. (name of company) will provide the labor for the overall management of custodial services as outlined in the attached scope of work

Description	Annual Amount
City Hall X 12 (M, W & F Full Service) (T & Th 1 st floor main hallway public restrooms only) Empty outside trash bins 5 times/week	\$ 28,500
Fire Station #3 Training Room and Kitchen Area X 12 (F Full Service)	\$ 3,395
Library X 12 (T, Th & S Full Service, including Leake Center). (W & F 1 st floor restroom service and 1 st floor trash emptied only) Empty outside trash and recycling bins 5 times/week	\$ 37,225
Municipal Service Center X 12 (T & F Full Service)	\$ 11,200
Water Pollution Control Facility X 12 (T & F Full Service)	\$ 7,725
Charles Brooks Swim Center X 12 (M, T, W, Th, F Male & Female locker rooms and outside restrooms) T & Th Full Service to include the entire auxiliary building	\$ 14,775
Police Department (30 hours a week option) X 12 (M-F; 6 hours each day) during business hours 7 a.m. & 7 p.m.)	\$ 40,717
*Janitorial Supplies Mark-Up (% of \$ if flat rate)	15 %/\$
Regular Hourly Rate	\$ 26
Special Hourly Rate	\$
TOTAL ANNUAL SERVICE AMOUNT	\$ 143,537

M = Monday; T = Tuesday; W = Wednesday; Th = Thursday; F = Friday; S = Saturday; Sun = Sunday

EXHIBIT "A"**PRICING FORM
(Continued)****OTHER SCHEDULED SERVICES**

Set forth below is a schedule of infrequent services. City reserves the right to request Contractor to provide the services if necessary, in which case Contractor will provide the labor for the overall management of these other scheduled custodial services as outlined in the following table:

Descripton	Schedule	Annual Amount
Carpet Extraction	1 time annually	\$.10 / sf, \$400 min/occ.
Floor Scrub	4 times annually	\$.90 / sf, \$400 min/occ.
City Hall Floor Wax	2 times annually	\$.45 / sf, \$400 min/occ.
Library Leake Center Carpet Cleaning	1 time annually	\$.10 / sf, \$400 min/occ.
Library Interior and Exterior Window Cleaning	2 times annually	\$ 1,870
Library Pressure Washing	2 times annually	\$ 1,320

SPECIAL SERVICES DUE TO COVID (Separate month-to-month contract)

Facility	Additional Scope of Work	Monthly Price
City Hall	1. (2) additional days/week of full service, including touch point cleaning 2. (5) days/week Daytime cleaning of bathrooms and touch point cleaning from Noon to 1:15	1. \$ 1,240 2. \$ 850 Total: \$ 2,090
Library	(3) additional days/week of full service, including common touch point cleaning	\$ 2,783
WPCF	(1) day/week common touch point cleaning	\$ 250



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: February 16, 2021

ITEM #: G.15

SUBJECT: Approval of IT Pipes' Five-Year Software Licenses and Service Level Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the IT Pipes' Five-Year Software Licenses and Service Level Agreement with Infrastructure Technologies, LLC. for Sewer's Closed-Circuit Television (CCTV) software upgrades.

Staff Contact:

Sherry Kimura, Engineering Assistant, (530) 661-5883, Sherry.Kimura@cityofwoodland.org

Fiscal Impact:

The five-year software licenses and service level agreement with Infrastructure Technologies, LLC. will not exceed \$62,225.00. The existing FY21 Sewer Enterprise Fund (220) will absorb the initial cost, \$26,000.00, for FY21. The annual cost (\$12,445) will be requested for additional appropriation out of the Sewer Enterprise Fund (220) for FY22 Budget. No request for appropriation this fiscal year.

Background:

The City has been using IT Pipes for reviewing and rating the sewer CCTV video for over 10 years. In 2006, the State Water Resource Control Board (SWRQB) adopted a statewide General Waste Discharge Requirement (WDR) that required all public agencies that own/operate sanitary sewer systems to develop and implement a Sewer System Management Plan (SSMP) by 2009 and to report on Sanitary Sewer Overflows (SSOs). The purpose of the SSMP is for public agencies to quantify the methods and overall maintenance of the sewer system that demonstrates a concentrated effort to reduce SSOs from occurring. The City's approved SSMP requires thousands of feet of pipe be recorded and rated per month/quarter/year of the over 199 miles of sewer mains. Recording video of the interior of a sewer main enables operations and maintenance (O&M) staff to rate the structural deficiencies and maintenance issues of the pipe. This allows for a quantitative approach to evaluating when and where repair and replacement of sewer mains in the City occur and to reduce/prevent any sewer failures and major SSOs. IT Pipes existing software and licenses have enable staff to both video record and document the pipe ratings and update data about the pipe to the GIS map. However, the software licenses have not changed in the last 10 years except for minimal updates, which means the City has been using the oldest software, which as of Windows 10, has become obsolete and will no longer be supported by IT Pipes. Furthermore, the City's IT staff has created many work arounds to allow the existing software to function and integration into Cityworks and GIS but there are still issues with loss of data, poor connection, and duplication of review efforts due to the limitation of the existing software licenses.

Discussion:

The IT Pipes five-year software licenses and service level agreement includes licensing and support for the following:

- ITpipes Web - 2 users
- ITpipes Sync - 2 units

- ITpipes Mobile - 2 units
- ITpipes Inspection View - unlimited users
- Service Level Agreement

The two sewer CCTV vans will utilize the ITpipes Mobile software which records the camera footage of the sewer main and saves the video ratings staff observed. ITpipes Sync will automatically take videos, ratings, and pipe data from in the field to upload in real-time to GIS and if connectivity is lost will wait until connectivity is restored and upload the data to ensure no loss of video, ratings, or data. ITpipes Web software will be for the office staff to evaluate the entire City Map on GIS with real-time sewer video, rating data, and color-coding the pipes to assign when each pipe need replacement/repair including what type of repair/replacement and work up the associated costs due to the length of pipe and the material. The map and data would be used to estimate funding requests for new project and prioritize the repairs based on location, cost, and coordinating with existing and future road projects. In addition, ITpipes Web enable staff to download and share sewer maps and video with prospective bidders for sewer projects which will better inform bidders on the extent of the repair/replacement job. ITpipes Inspection View will be available to multiple departments in the City to view the GIS map of the sewer system with full access to the most updated video data to inform different departments on the status of repair and/or replacement and on-going issues that might affect future planning and development efforts. The service level agreement states the software and support that IT Pipes will provide for their software including updates, patches, and any issues that arise with software use. Overall, the software licenses and service level agreement is needed to maintain the sewer system, clearly identify issue with sewer mains, and to efficiently prepare a comprehensive report and map to prioritize the repair/replacement of the sewer mains in conjunction with other departments prior to serious and costly emergency work due to major sewer failures.

The upgrade of the current ITpipes can only be done by Infrastructure Technologies given that it is their product and therefore proprietary. Furthermore, the existing CCTV vans were purchased with hardware that is only compatible to specific video/rating software and are currently configured to ITpipes as is the existing video format and ratings data. If the City were to switch software the entire video library of over 10 years of footage would need to be converted to the new video software to be able to view and some functionality could be lost in the data/ratings. Since the City's equipment and computers are already configured to IT pipes software the implementation fees are reduced and the five year agreement is also reduced by 5% (\$655) for a fixed rate of \$12,445/year without any increases in cost during those 5 years. The Public Works Department has determined that upgrading the current ITpipes software with the addition of ITpipes Web, Sync, Mobile, and Inspection View is the most cost effective option for staying in compliance with CCTV video rating and monitoring.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, 1) authorizing the City Manager to execute the IT Pipes' Five-Year Software Licenses and Service Level Agreement with Infrastructure Technologies, LLC. for Sewer's Closed-Circuit Television (CCTV) software upgrades.

Prepared By: Sherry Kimura, Engineering Assistant

Reviewed By: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. ITPipes Software Resolution
2. IT Pipes Software License Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE IT PIPES' 5-YEAR
SOFTWARE LICENSES AND SERVICES LEVEL AGREEMENT WITH
INFRASTRUCTURE TECHNOLOGIES, LLC.**

WHEREAS, the IT Pipes Software is used by the Public Works Department to record, review, and rate the City's Sanitary Sewer Main System; and

WHEREAS, the IT Pipes Software is a proprietary product only available by Infrastructure Technologies, LLC.; and

WHEREAS, the City of Woodland wishes to enter into a five-year IT Pipes Software Licenses and Service Level Agreement ("Agreement) with Infrastructure Technologies, LLC.; and

WHEREAS, the City Council wishes to authorize the City Manager to execute the Agreement through approval of this Resolution.

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

SECTION 1: That the City Council hereby authorizes the City Manager to execute the Agreement with Infrastructure Technologies, LLC., subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change; and

SECTION 2: A copy of the Agreement is available and on filed in the City Clerk's Office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Service Level Agreement & Software Subscription

Service Level (SLA):

The purpose of this Service Level Agreement (SLA) is to define expectations for software support provided by ITpipes (VENDOR) to **the City of Woodland, CA (CLIENT)**. This is the governing Agreement between VENDOR and CLIENT dated _____.

VENDOR Level of Service - Requirements

The VENDOR does require remote access for any software application troubleshooting.

- The VENDOR uses Zoho Assist for remote access, generate a unique remote session id, allows login to the client system at admin user level. Our remote sessions do not provide remote access user control, this is an assistance type application that must be initiated and accessed by the user.
- The VENDOR does have Gotomeeting as a backup solution for remote access.
- The VENDOR does require the CLIENT to keep a trained user to help with service or support on the CLIENT side.

Software Application - Technical Issue Severity

The VENDOR defines technical issues as Severity 1 to 3, with a description of each severity below.

- Severity 1-This is a critical, urgent request and is prohibiting field inspections from being performed. Remote access is required to work on this severe issue.
- Severity 2-This is an important request and is affecting performance of ITpipes and or impacting usage for field or office users. Remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access may be required to work on this severe issue.

Service Level Responsiveness

Timeliness for a response varies based on the technical issue's level of severity, as follows:

Severity 1: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) hours. The VENDOR will continue to provide best efforts to resolve Severity 1 problems in less than 3 business days. The resolution may be delivered to Client as a work-around or as an interim software release. If ITpipes delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within twelve (12) hours. The VENDOR will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Client in the same format as Severity 1 problems. If The VENDOR delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. The VENDOR will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Software Subscription (SSA):

This Agreement permits CLIENT to receive and use VENDOR services and platforms that VENDOR makes available for a fee and sets forth the terms and conditions under which they will be delivered and paid for. This Agreement will govern CLIENT's services on the Effective Date as well as any future orders placed by CLIENT that reference this Agreement.

Definitions:

- "Availability" means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the SLA shall include Consultant of Customer, can access all material portions of such Subscription outside of ~~(a)~~ Scheduled Maintenance or
- "Business Hours" means 7 am to 5 pm (Mountain Time), Monday through Friday. This excludes major holidays, and if a holiday falls on a weekend, the preceding Friday.
- "Order Form" is a product list with pricing identifying specific subscription products that are part of the CLIENT Software Subscription Agreement, typically this is included in Attachment A.
- "Scheduled Maintenance" means a period during which VENDOR performs maintenance activities of the Subscription, during which availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.
- "Special Maintenance" means a period during which VENDOR may suspend availability of the Subscription, in whole or in part, in order to address a Severity 1 Error.
- "Severity 1 Error" means a security or other performance issue which may impact one or more client's use of or access to the Subscription and ultimately may impact the availability of the Subscription.

Software Support Services:

VENDOR and CLIENT agree that VENDOR will provide telephone software support during Business Hours, by CLIENT calling (505) 341.0109 or 877-itpipes. This includes support for software technical issues, access to download updates via the VENDOR website. Only CLIENT employees that have been through and received software training from VENDOR are able to call in for support using this AGREEMENT. CLIENT employees that are not trained from VENDOR will have a maximum of 2 calls available before the untrained person will be referred back to CLIENT trained personnel for support and CLIENT will be notified in writing when/if this occurs.

Effective Dates:

Service Level Agreement (AGREEMENT) begins upon term outlined in Attachment A. This AGREEMENT will expire at the end of the term defined in Attachment A. The AGREEMENT does automatically renew until the defined expiration date in Attachment A [unless cancelled in accordance with the terms of this Agreement.](#)

Fees & Terms:

AGREEMENT includes software service and support for the term of agreement, with a maximum of 16 hours live telephone support per month, provided in minimum 15 minute increments, for the annual period as defined in the invoice. Any other hardware, software and/or other products requested by CLIENT will be charged to CLIENT by VENDOR as specified in separately quoted fees and terms. Future AGREEMENTS may be subject to different fees and terms. The fee for annual support is shown on the ORDER FORM.

Optional Services:

With this Agreement, CLIENT has the option to purchase or add-on services. These are included on Attachment A.

Cancellation:

Either party may cancel the SERVICE AGREEMENT by written notice to the other at the above addresses. The unused portion of the SERVICE AGREEMENT, if any, is non-refundable. Should the vendor cancel the SERVICE AGREEMENT, the unused portion, if any, is refundable upon request. VENDOR and/or CLIENT shall provide a minimum of 60 days written notice prior to the effective date of cancellation.

Technology:

CLIENT may access and use the VENDOR platform and related software described on Attachment B (the "Enterprise License Agreement") for the term as described on Attachment A (the "Software Subscription Terms & Payment Schedule"). VENDOR retains all right, title, and interest in and to the Platform, including without limitation all software incorporated into or used by the Platform, and this Agreement does not grant CLIENT any intellectual property rights in the Platform or any of its components.

License:

VENDOR hereby grants CLIENT a nonexclusive license to use the Licensed Product, provided: (a) CLIENT may give no more concurrent users access to the Licensed Product than defined in Attachment A; (b) CLIENT uses the license solely for the CLIENT's internal business operations; and (c) CLIENT complies with the other restrictions set forth in this agreement.

Standard End User Restrictions:

Copies of the ~~Software~~software created or transferred pursuant to this Agreement are licensed, not sold, and CLIENT receives no title to or ownership of any copy or of the ~~Software~~software itself. Furthermore, CLIENT receives no rights to the ~~Software~~software other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, CLIENT shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the ~~Softwaresoftware~~; (b) use the ~~Software~~software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the ~~Softwaresoftware~~; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the ~~Software's~~software's source code.

Data:

CLIENT does own their data and can export or download that data at any time into a Microsoft Access ODBC database. This includes any data files such as database, related media files, related PDF reports, etc. CLIENT data will be encrypted at all times that it is being transferred, stored or used by VENDOR software or stored by VENDOR on its servers in connection with any cloud services that are included in CLIENT's subscription. VENDOR acknowledges that CLIENT operates critical infrastructure for the delivery of services and the location and condition of CLIENT assets and infrastructure is confidential for the purposes of maintaining community health and safety.

Cloud Services:

Subscriptions. VENDOR retains all right, title, and interest in and to the System, including without limitation, all computers, other hardware, and software incorporated into or used by the System, and this Agreement does not grant CLIENT any intellectual property rights in the System or any of its components. VENDOR will maintain commercially reasonable security protocols to protect its System, the software provided under this Agreement and CLIENT data from unauthorized access and will have measures in place for intrusion detection. VENDOR will give CLIENT prompt notice of any unauthorized access to its data.

Warranty:

VENDOR represents and warrants that, during the Subscription period, the Platform will perform materially according to its documentation issued by VENDOR. This warranty does not apply if the Subscription is not administered by CLIENT in accordance with this Agreement or any applicable instructions and training provided by VENDOR. If the Subscription fails to operate as warranted in this Section and CLIENT notifies VENDOR in writing of the nature of the non-conformance

(“Notice”), VENDOR will use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, VENDOR does not remedy the non-conformance, CLIENT may, no later than sixty (60) days after giving the Notice, terminate the Subscription portion and receive, upon CLIENT request and VENDOR approval, a refund of the prepaid Subscription fees for the period following the date of Notice. The foregoing provides CLIENT’s sole remedy for breach of the exclusive warranty.

Independent Contractor:

VENDOR is an independent contractor and nothing in this Agreement will be deemed to make VENDOR an agent, employee, partner, or joint venture of CLIENT. VENDOR will have no authority to bind, commit, or otherwise obligate CLIENT in any manner whatsoever.

Liability:

Liability Cap. In no event will VENDOR, VENDOR’s Licensors, or Consultants be liable under any theory of liability, for damages which, in the aggregate, exceed the greater of (i) the amount of fees paid by CLIENT for the subscription and services giving rise to such damages in the one (1) year period prior to the claim; (ii) the limits of any applicable insurance policy of VENDOR; or (iii) One Hundred Thousand Dollars (\$100,000.00).

Disclaimer of Damages:

In no event will VENDOR, VENDOR’s licensors, or consultants, CLIENT, or their respective agents or contractors, be liable for any exemplary or punitive damages, even if notified of the possibility of such damage, and notwithstanding the failure of the essential purpose of any remedy.

Force Majeure:

Neither party will be liable to the other party for any delay or failure of VENDOR to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by CLIENT in providing required resources or support or performing any other requirements hereunder.

Severability and Reformation:

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Assignment:

In the event of CLIENT’s acquisition of, or merger with, a third party CLIENT may continue to use the VENDOR Technology and the obligations and rights of CLIENT under this Agreement will apply to, and may be exercised only in connection with, the operations of CLIENT as they existed on the

www.itpipes.com

date prior to the acquisition or merger. CLIENT may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of VENDOR. Any assignment or transfer in violation of this Section will be null and void.

Dispute Resolution:

Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such referral, ~~the dispute will be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by the parties within thirty (30) days after written notice by either party demanding mediation. VENDOR and CLIENT will equally share costs of the mediation. The use of any of the above mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely~~ then either party may exercise any of its remedies at law or equity. Nothing in this Section will prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

Entire Agreement.

This Agreement, with Attachment A contains the entire agreement of the parties on the subject matter hereof, and may be amended only by execution of an additional written and signed agreement.

CLIENT Name: _____

VENDOR: Infrastructure Technologies, LLC.
Dba ITpipes

Printed Name: _____

Printed Name: Cori J. Criss

Contact Title: _____

Contact Title: President

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Dated Effective: _____

Attachment A: Software Subscription Terms, Order Form, & Payment Schedule

Payment and Term: This is a ~~X~~5 year minimum commitment. CLIENT shall pay VENDOR the following minimum total amount \$~~X62,XXX~~225 for use of the Platform.

Subscription: This includes licensing for the following:

- ITpipes Web - **2** users
- ITpipes Sync - **2** units
- ITpipes Mobile - **2** units
- ITpipes Inspection View - unlimited users
- Service Level Agreement
- No included Integration to AMS and no Cloud hosting.

Software Subscription Term & Payment Schedule:

Due Date	Payment Amount*	5 year with pay prior to expiration	Fee Schedule
Initial Implementation	\$12,900	\$12,900	Implementation due upon completion.
Year 1	\$13,100	\$12,445	Due upon licensing activation.
Year 2	\$13,100	\$12,445	Due annually one year past licensing activation.
Year 3	\$13,100	\$12,445	Due one year past year 2 activation.
Year 4	\$13,100	\$12,445	Due one year past year 3 activation.
Year 5	\$13,100	\$12,445	Due one year past year 4 activation.
Total	\$78,400	\$62,225	

*If there is no committed/confirmed contract for 3 years or more, the price increases annually based on the consumer price index increase or 5%, whichever is higher. ITpipes, upon annual renewal, emails record of current pricing and upon renewal approval, provides an invoice.

Optional Services:

CLIENT shall pay VENDOR for additional products or services purchased outside the quote at the agreed upon rates shown below.

Services and/or Add-on Items (purchased as needed)	Payment Amount*	Term
Hourly Rate, 4 hour block Consulting Tier 1	Hourly Rate for Services outside standard Service Level Agreement Scope, but performed online by technical support: to be used in minimum one hour increments	\$600 per 1, 4 hour block
Hourly Rate, 4 hour block Consulting Tier 2	Hourly Rate for online Project Management or Advanced Services:to be used in minimum one hour increments	\$600 per 1, 4 hour block
Hourly Rate, 4 hour block Consulting Tier 3	Hourly Rate for web development and/or programming, i.e. Sausalito Lateral Web Review Page	\$1,120 per 1, 4 hour block
On-site	Per day rate with advance scheduling/flexibility required, 2 days minimum and travel costs may be associated if under 3 days minimum.	\$3,300 (2 days required minimum)
Upgrade from ITpipes Desktop to ITpipes Mobile Setup	This is a per truck rate for initial setup of upgrading an existing desktop user license. This does require an annual subscription including for year 1 a subscription is needed.	\$3,500 per setup
ITpipes Mobile Setup - per license	This is a per truck rate for initial setup of a new license. This does require an annual subscription including for year 1 a subscription is needed.	\$5,000 per setup
ITpipes Mobile Subscription -	This is a flat annual	\$2,250 annually

per unit	subscription rate per cctv unit.	
ITpipes Web Initial Setup	This is an initial setup cost for ITpipes Web and requires a subscription.	\$3,500 per setup
ITpipes Web User Subscription	This is a flat annual subscription rate for an ITpipes Web concurrent user.	\$2,250 annually
ITpipes Cloud Hosting Subscription	This includes up to 1 TB cloud hosting per terabyte. (There is no setup cost for this.)	\$3,000 annually
ITpipes Sync Setup	This is a per instance sync setup for system to system. For example from ITpipes to Cityworks or from ITpipes Mobile to ITpipes Web.	\$2,500 per instance
ITpipes Sync Instance Subscription	This is a flat annual subscription rate for an ITpipes Sync instance.	\$500 annually
ITpipes integration to Asset Management System	This is a per instance setup cost for integration between ITpipes and an AMS, such as Cityworks.	\$3,500 per instance
ITpipes integration to Asset Management Subscription	This is a flat annual subscription rate for ITpipes integration to an AMS, such as Cityworks.	\$3,500 annually

-The End-



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.16
SUBJECT: Gibson Road Improvements Projects, CIP 20-01 and 20-08; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08.

Staff Contact:

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

Fiscal Impact:

The Gibson Road Bicycle/Pedestrian Mobility Project –East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08, are included in the Capital Budget in the overall amount of \$11,826,700. Funding includes \$6,933,000 in Sacramento Area Council of Governments (SACOG) Regional Program grant funding, \$600,000 in SACOG Regional State Active Transportation Program (ATP) grant funding, \$216,000 in Highway Safety Improvement Program (HSIP) funding, \$150,000 in Water Enterprise funds, \$150,000 in Sewer Enterprise funds, \$300,000 in Measure E funds, \$1,700,000 in Measure F funds, and \$1,777,700 in Road Maintenance and Rehabilitation Account (RMRA–SB1) funds. Construction funding for the projects will be updated in the FY 2022 Capital Budget.

The project budget includes the costs for design, project management, construction management/inspection and construction.

There is no impact to the General Fund.

Background:

The projects will improve a two-mile-long corridor on Gibson Road from County Road 98 to East Street. The 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. The projects also include installing a pedestrian actuated lighted crossing at California Street and lane reconfigurations or “Road Diet” that will reduce travel lanes between Cottonwood Street and West Street from 4-lanes to a 3-lane corridor consisting of two narrow travel lanes and a two-way left turn lane. These improvements will transform this segment of Gibson Road into a complete street providing improved bicycle, pedestrian and vehicle facilities to ensure the corridor meets the needs of all modes of travel.

In July 2019, staff released a request for qualifications from firms/teams to perform design services for three roadway rehabilitation projects: Gibson Road – East to West streets, Gibson Road – West to CR98 and Matmor Road/Gum Avenue. Statements of Qualification were received from eight interested consulting teams that were reviewed, scored and ranked by staff. Laugenour & Meikle was selected to design the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and Bennet Engineering was selected to

design the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08.

On October 15, 2019, Council approved the locally funded design contract with Laugenour & Meikle and shortly thereafter design for the project began. On December 17, 2019, Council approved the grant funded design contract with Bennett Engineering and design began for the project after the required Caltrans audit and consultant contract approval process. Separating the Gibson corridor into two design projects allowed the City the ability to begin design work on the East to West street portion of the project immediately while still complying with the funding guidelines for the West to CR98 corridor. It was important that any delays in starting the East to West segment of the project was avoided as it was coordinating with the 2020 Sewer and Water Main Replacement Project (CIP 20-07). The 2020 Sewer and Water Main Replacement Project was intended to make necessary sewer and water improvements and address any sewer or water utilities in conflict with the roadway project. The portion of utilities between East to West Street is nearing completion and the remaining work will be completed this summer.

Public Outreach - In addition to direct public outreach to major stakeholders, staff also completed multiple online public review and comment periods for the project. The first public online review period was from March 2020 and extended through May 2020, in which staff received several comments. Responses to comments were published during the following online public review period from June through July 2020. Based on comments received, changes to the plans were made as necessary. Public Outreach will also be completed throughout construction.

Discussion:

Staff is processing the final plans and specifications through Caltrans and anticipates receiving authorization for construction in late February or early March. Upon Council and Caltrans authorization, the projects will be advertised together for bidding. Staff is anticipating a bid opening and a return to Council in April to award construction contracts. The project is anticipated to be completed by late 2022.

Staff is completing a Request for Proposals process to select a consultant to provide construction management and specialized inspection and material testing services for the project. Staff anticipates a request for Council approval of a consultant services agreement with the selected consultant when staff returns to Council to award the construction contract.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08.

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. Gibson Road Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE PLANS AND SPECIFICATIONS AND
AUTHORIZING BID ADVERTISEMENT FOR THE GIBSON ROAD IMPROVEMENTS
PROJECTS, CIP 20-01 AND 20-08**

WHEREAS, the City of Woodland has funding in the Capital Budget for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08 (the “Projects”); and

WHEREAS, the Projects have been reviewed in accordance with the California Environmental Quality Act (CEQA), and the Projects are to be exempt under CEQA Guidelines; and

WHEREAS, the Projects have been reviewed in accordance with the National Environmental Policy Act (NEPA), and the State has determined that the projects are cleared as defined by NEPA Guidelines; and

WHEREAS, the City wishes to approve the plans and specifications for the projects 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 plans and specifications for the Gibson Road Bicycle/Pedestrian Mobility Project – East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08, which are available on file with the City Clerk.

Section 2. The City Council authorizes staff to advertise the Gibson Road Bicycle/Pedestrian Mobility Project –East to West Street, CIP 20-01, and the W. Gibson Road Safe Routes to School – West Street to CR98 Project, CIP 20-08 for bids, subject to Caltrans authorization to proceed with construction.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

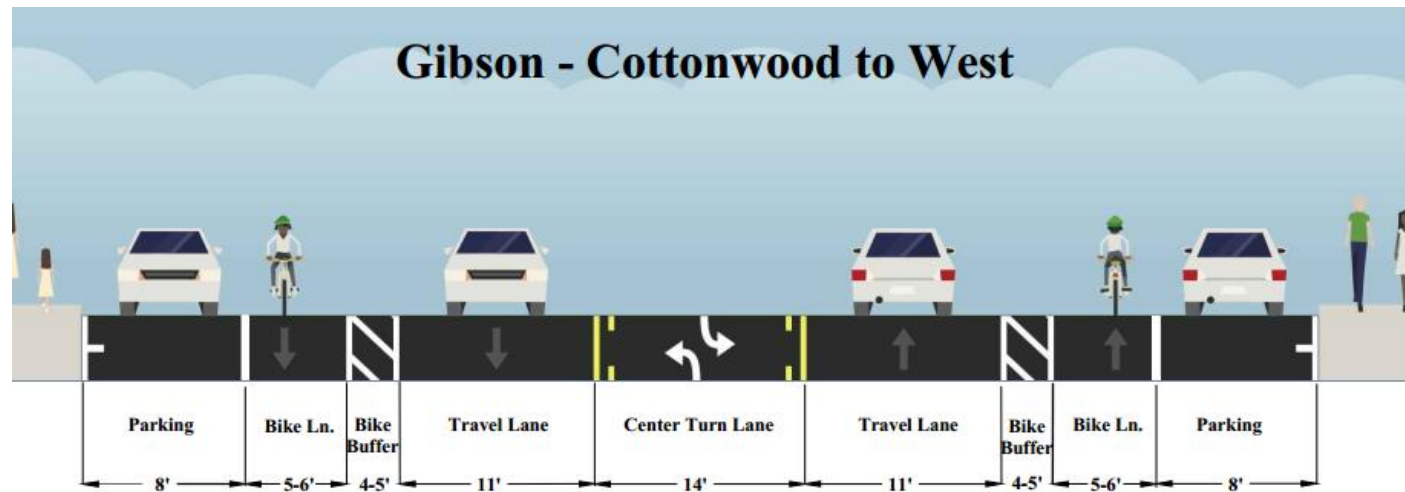
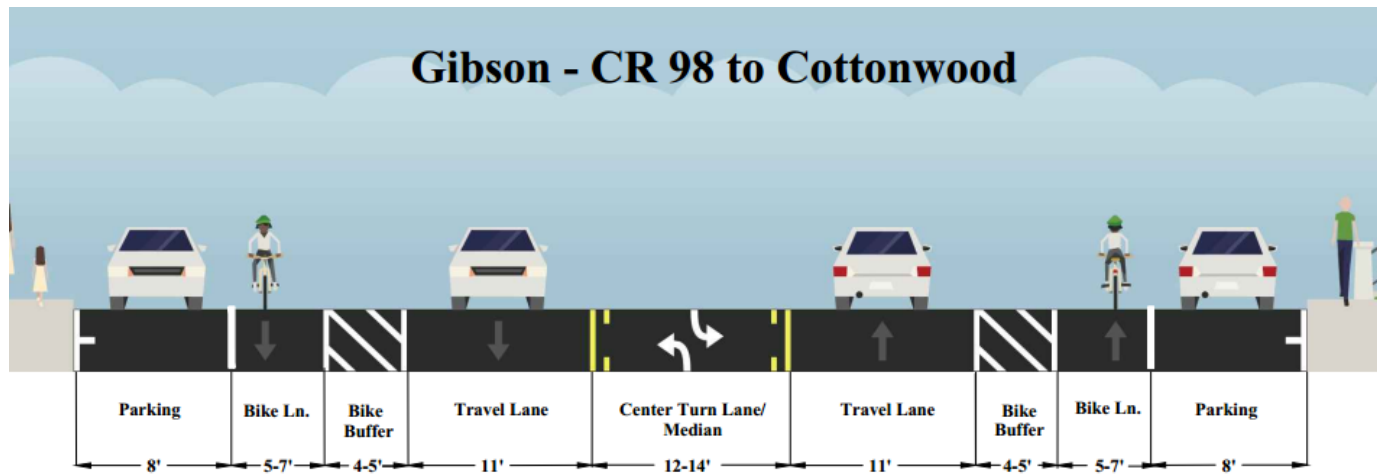
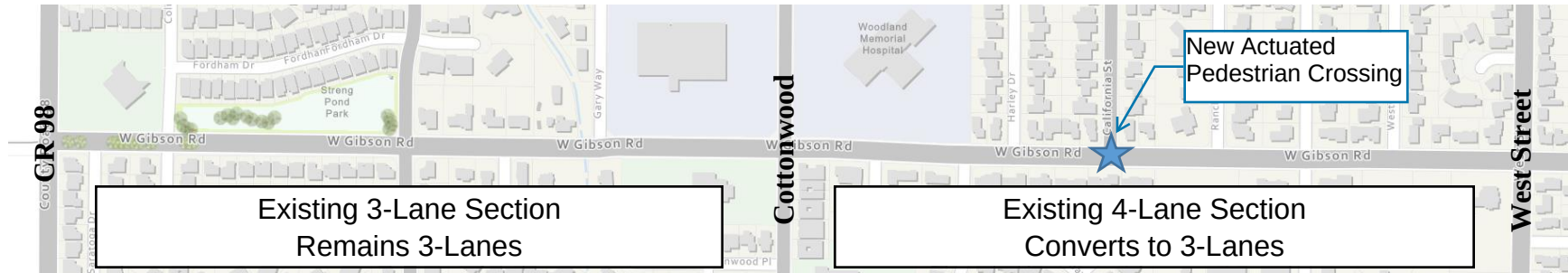
Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

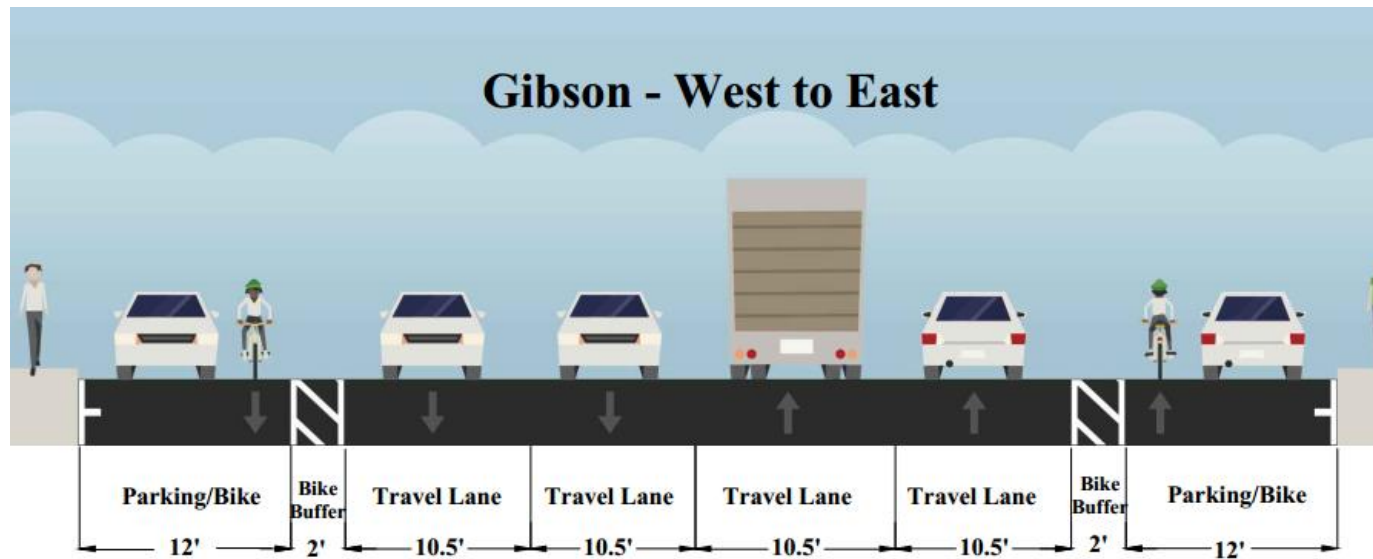
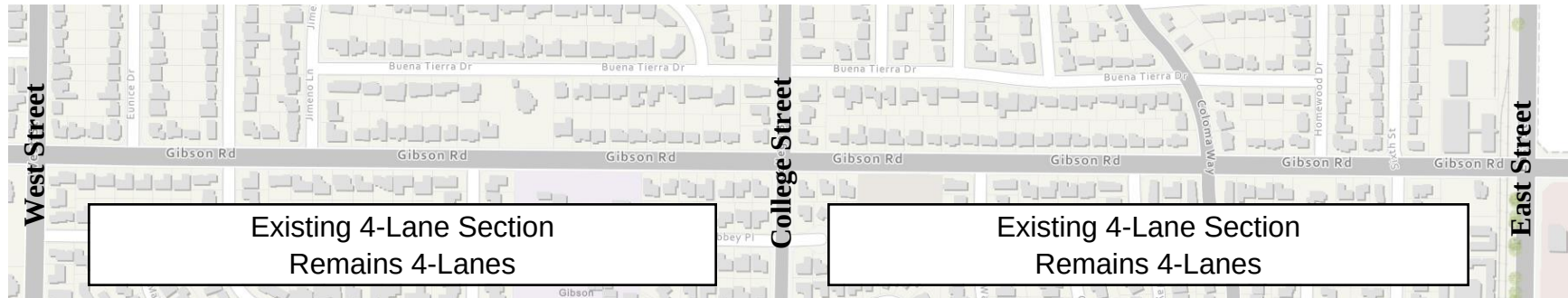
Gibson Road Rehab & Road Diet

CIP 20-08 - CR 98 to West Street



Gibson Road Rehab & Road Diet

CIP 20-01 -West Street to East Street





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.17
SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, Approve Environmental Document

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving the Mitigated Negative Declaration, directing that a Notice of Determination be filed, adopting the Mitigation Monitoring Reporting Program and approving the proposed Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget includes \$5,110,000 in funding for the Sports Park Drive Pedestrian Overcrossing project consisting of \$3,660,000 in funding identified from Capital Projects (Fund 501) and \$1,450,000 in funding from Southeast Area Infrastructure funds (Fund 593).

Background:

The complete project consists of the design and construction of a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road. This project, along with planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from CR 102 to East Street. This pathway is planned for extension from East Street to Ashley Avenue. This will enable residents to access the existing north/south bike lane corridors throughout the City. This project will provide bicycle/pedestrian access to the Community Center/Sports Park and to the growth areas on the east side of SR-113.

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

Discussion:

Pursuant to Section 15063 of the CEQA Guidelines, the project team prepared an Initial Study to assess the potential adverse environmental effects of the proposed project. The project team concluded potentially significant environmental effects could occur from project implementation in the areas of air quality, biological resources, greenhouse gas emissions, cultural resources, tribal cultural resources, geology and soils, hazardous materials and noise. Mitigation measures were identified that would reduce potential impacts to a less than significant level and incorporated in the Draft Mitigated Negative Declaration (MND) which was prepared and filed with the State Clearinghouse (SCH# 2020110355). The Draft MND was circulated for agency review, for 30 days, commencing on November 20, 2020 and ending on December 21, 2020. The City of Woodland also circulated the Draft IS/MND for the Sports Park Drive Pedestrian Overcrossing Project for public review, for 30 days, commencing on December 28, 2020 and ending on January 29, 2021. A Notice of Intent was published in the Woodland Daily Democrat on December 27, 2020.

The City received one comment letter during the review period. The letter from the California Department of

Transportation, District 3 requests copies of any further actions regarding the proposed project and also requests the opportunity to review and comment on any changes made to the project. The response to the letter is addressed in the Final MND. The comments received do not alter the conclusion of the MND. A Mitigation Reporting Program has been prepared and includes all the mitigation measures presented in the Draft MND. The public notice was mailed to the City's CEQA distribution list. A public meeting is not required for the acceptance of this document.

Staff is currently working with our consultant to finish project design and anticipates returning to Council this summer for authorization to bid. Construction award is anticipated in late summer/early fall. Construction is planned to begin this fall but that could slip to early Spring 2022 if we are delayed in obtaining Caltrans approvals.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ approving the Mitigated Negative Declaration, directing that a Notice of Determination be filed, adopting the Mitigation Monitoring Reporting Program and approving the proposed Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Prepared by: Sara Andreotti, Engineering Assistant

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



Ken Hiatt
City Manager

Attachments:

1. Resolution Sports Park Drive
2. Sports Park Drive Final MND
3. Mitigation Monitoring and Reporting Program

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE MITIGATED NEGATIVE DECLARATION FOR THE SPORTS
PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT, CIP 17-22; AND
APPROVING THE PROJECT**

WHEREAS, the City of Woodland wishes to approve the Mitigated Negative Declaration, direct that a Notice of Determination be filed, adopt the Mitigation Monitoring Reporting Program, and approve the proposed Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 (the “Project”); and

WHEREAS, the City of Woodland has funding in the Capital Budget for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17; and

WHEREAS, pursuant to Section 15063 of the CEQA Guidelines, a Draft Mitigation Negative Declaration (MND) was prepared and filed with the State Clearinghouse; and

WHEREAS, on November 20, 2020 the Draft MND was released for agency review for a 30-day period; and

WHEREAS, on December 28, 2020 the Draft MND was released for public review for a 30-day period; and

WHEREAS, a Mitigation Monitoring Reporting Program has been prepared and includes all the mitigation measures presented in the Draft MND; and

WHEREAS, comments to the Draft MND were received and responses to those comments have been addressed in the Final MND; and

WHEREAS, comments to the Draft MND do not alter the conclusion of the MND.

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

1. The City Council has considered the proposed Mitigated Negative Declaration (MND) before making a decision on the project.
2. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures were identified to avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.
3. The MND reflects the independent judgment and analysis of the City of Woodland.

4. The MND has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.
5. The City Council adopts the MND and the Mitigation Monitoring and Reporting Program.
6. The City Council approves the Project.
7. The MND and Mitigation Monitoring Reporting Program are available on file with the City Clerk at 300 First Street, Woodland, CA 95695.
8. A Notice of Determination (NOD) shall be filed with the County Clerk and the Office of Planning and Research immediately following approval of the Project.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

FINAL

**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

**SPORTS PARK DRIVE PEDESTRIAN
OVERCROSSING PROJECT
WOODLAND, CALIFORNIA**

**EA: 03-1J690
EFIS: 0321000047**



February 2021

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FINAL

**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

**SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING
WOODLAND, CALIFORNIA**

**EA: 03-1J690
EFIS: 0321000047**

Submitted to:

City of Woodland
Community Development Department
300 First Street
Woodland, California 95695

Prepared by:

LSA
201 Creekside Ridge Court, Suite 250
Roseville, California 95678
(916) 772-7450

Project No. MKT1708



February 2021

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A: ROAD CONSTRUCTION EMISSIONS MODEL

B: SPECIES LISTS

C: CULTURAL RESOURCES STUDY (CONFIDENTIAL)

LIST OF ABBREVIATIONS AND ACRONYMS

AB	Assembly Bill
ADL	Aerially Deposited Lead
APE	Area of Potential Effects
AQAP	Air Quality Attainment Plans
ARB	Air Resources Board
ASR	Aquifer Storage and Recovery
B.P.	Before Present
BMP	best management practices
BSA	Biological Study Area
CAP	Climate Action Plan
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CH ₄	Methane
CNDDDB	California Natural Diversity Database
CNPS	California Native Plant Society
CO	carbon monoxide
CO ₂	carbon dioxide
CO ₂ e	equivalent carbon dioxide
CVRWQCB	Central Valley Regional Water Quality Control Board
dB	decibels
dBA	A-weighted decibels
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FIRM	Flood Insurance Rate Maps
FMMP	Farmland Mapping and Monitoring Program
FTA	Federal Transit Administration
GHG	greenhouse gases
GWP	Global Warming Potential
HCP/NCCP	Habitat Conservation Plan/Natural Communities Conservation Plan
HFC	Hydrofluorocarbons
L _{max}	maximum instantaneous noise level
LOS	level of service
mgd	million gallons per day
MMT	million metric tons
N ₂ O	Nitrous Oxide

NAAQS	national ambient air quality standards
NAHC	Native American Heritage Commission
NOA	Naturally Occurring Asbestos
NO _x	nitrous oxides
NPDES	National Pollution Discharge Elimination System
NRCS	Natural Resources Conservation Service
NWIC	Northwest Information Center
PM ₁₀	particulate matter less than 10 microns in diameter (but larger than 2.5 microns)
PM _{2.5}	particulate matter less than 2.5 microns in diameter
PPV	peak particle velocity
RMS	root-mean-square
Roadmod	Road Construction Emissions Model
ROG	reactive organic gases
SF ₆	Sulfur Hexafluoride
SIP	State Implementation Plan
SMAQMD	Sacramento Metropolitan Air Quality Management District
SPCP	Spill Prevention and Countermeasure Plan
SR	State Route
SSSMP	Sanitary Sewer System Management Plan
SWPPP	Stormwater Pollution Prevention Plan
TAC	toxic air contaminants
U.S.	United States
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
VdB	vibration velocity decibels
YSAQMD	Yolo-Solano Air Quality Management District

1.0 INTRODUCTION

The City of Woodland (City) is proposing to implement the Sports Park Drive Pedestrian Overcrossing Project (herein referred to as “proposed Project” or “Project”) to construct a proposed pedestrian path from the intersection of Matmor Road and Sports Park Drive, crossing over SR-113, and connecting to a planned 8-acre park and Harry Lorenzo Avenue east of the project site. The pedestrian path will connect new and planned development on the east side of SR-113 with a school, a sports park and existing residential facilities on the west side of SR-113.

1.1 ENVIRONMENTAL REVIEW

The proposed Project constitutes a “Project” in accordance with the California Environmental Quality Act (CEQA). Prior to approving the proposed Project, the City of Woodland must provide environmental review in accordance with CEQA to assess the potential impacts of the proposed Project, including mitigation where necessary.

The City of Woodland has prepared this Initial Study to provide agencies and the public with information about the potential impacts of the proposed Project on the local and regional environment. This document has been prepared in compliance with CEQA of 1970 as amended, and the State CEQA Guidelines, California Administrative Code, Title 14 Division 6, Chapter 3 (CEQA Guidelines). In anticipation of determining that all potentially significant impacts resulting from the proposed Project can be mitigated to less than significant levels, a Mitigated Negative Declaration is being considered to provide environmental clearance for the proposed Project.

1.2 CLARIFICATIONS AND CORRECTIONS

During the public review period, one comment letter was received, from the California Department of Transportation, District 3. No revisions were made in response to the comment letter.

1.3 AGENCY AND PUBLIC REVIEW COMMENTS

The City of Woodland circulated the Draft IS/MND for the Sports Park Drive Pedestrian Overcrossing Project for agency review, for 30 days, commencing on November 20, 2020 and ending on December 21, 2020. The following comment letter was received on the November 2020 Draft IS/MND:

- California Department of Transportation, District 3 (Dated December 16, 2020)

The City of Woodland circulated the Draft IS/MND for the Sports Park Drive Pedestrian Overcrossing Project for public review, for 30 days, commencing on December 28, 2020 and ending on January 29, 2021. No comment letters from the public were received on the November 2020 Draft IS/MND.

1.4 RESPONSE TO COMMENTS FORMAT

Section 4.0 Response to Comments is organized in the following way:

- The comment letters are included and labeled with a comment code that corresponds to the responses, and
- A response to each relevant comment follows, organized by comment code.

1.5 ADDITIONAL DOCUMENTATION

The Final IS/MND includes additional documentation for the public record, including:

- Mitigation and Monitoring Reporting Program;
- Notice of Completion; and
- Notice of Determination.

The first additional document can be found in Section 6.0 of this Final IS/MND, the next two additional documents are included in Appendix D of this Final IS/MND, and the third can be found in Section 4.0 of this document, as discussed in Section 1.4.

1.6 PROJECT INFORMATION

1. Project Title: Sports Park Drive Pedestrian Overcrossing

2. Lead Agency Name and Address:

City of Woodland
Community Development Department
300 First Street
Woodland, California 95695

3. Contact Person and Phone Number:

Sara Andreotti
Engineering Tech II
City of Woodland Community Development
(530) 661-5951

4. Project Location: The project site is located on the southern edge of the City of Woodland in Yolo County, California, approximately 0.5 miles south of the Gibson Road/State Route (SR) 113 interchange. The project is located along the city limits, and straddles the city and county. The Project boundary, which includes temporary and permanent impact areas (the Project footprint) is approximately 19.14 acres in size. **Figure 1: Regional Location** and **Figure 2: Project Location** shows the location of the project site on a regional and local scale, respectively, while **Figure 3: Project Site** shows details of the project site.

5. Project Sponsor's Name and Address:

City of Woodland
Community Development Department

300 First Street
Woodland, California 95695

6. **General Plan Designation:** The project site is located along the southern City of Woodland boundary, within the City's Sphere of Influence and is included within the General Plan 2035 Land Use Map. The City of Woodland 2035 General Plan Land Use Map identifies the project site with Specific Plan and Low Density Residential designations. Land to the north of the project site, to the west of SR-113 is designated as Public/Quasi Public. Yolo County designates the project site as Agriculture in the Yolo County 2030 General Plan.
7. **Zoning:** The project site is designated by Yolo County as Agricultural Intensive. Land to the north of the project site within the City of Woodland is designated as Spring Lake Specific Plan (SLSP).
8. **Description of Project:** The City proposes to develop a pedestrian path from the intersection of Matmor Road and Sports Park Drive, cross over SR-113, and connect to a planned 8-acre park and Harry Lorenzo Avenue east of the project site. The pedestrian path will connect new and planned development on the east side of SR-113 with a school, a sports park and existing residential facilities on the west side of SR-113.
9. **Other Public Agencies Whose Approval is Required (i.e., permits, financial approval, or participation agreements):** Central Valley Regional Water Quality Control Board, Yolo Solano Air Quality Management District, Caltrans District 3, Yolo Habitat Conservancy.
10. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resource Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?** Consultation with tribal representatives has been conducted. Of the five Native American Tribe representatives contacted, all but one responded. These representatives stated that their tribes had no comments regarding the project and no further consultation was requested.

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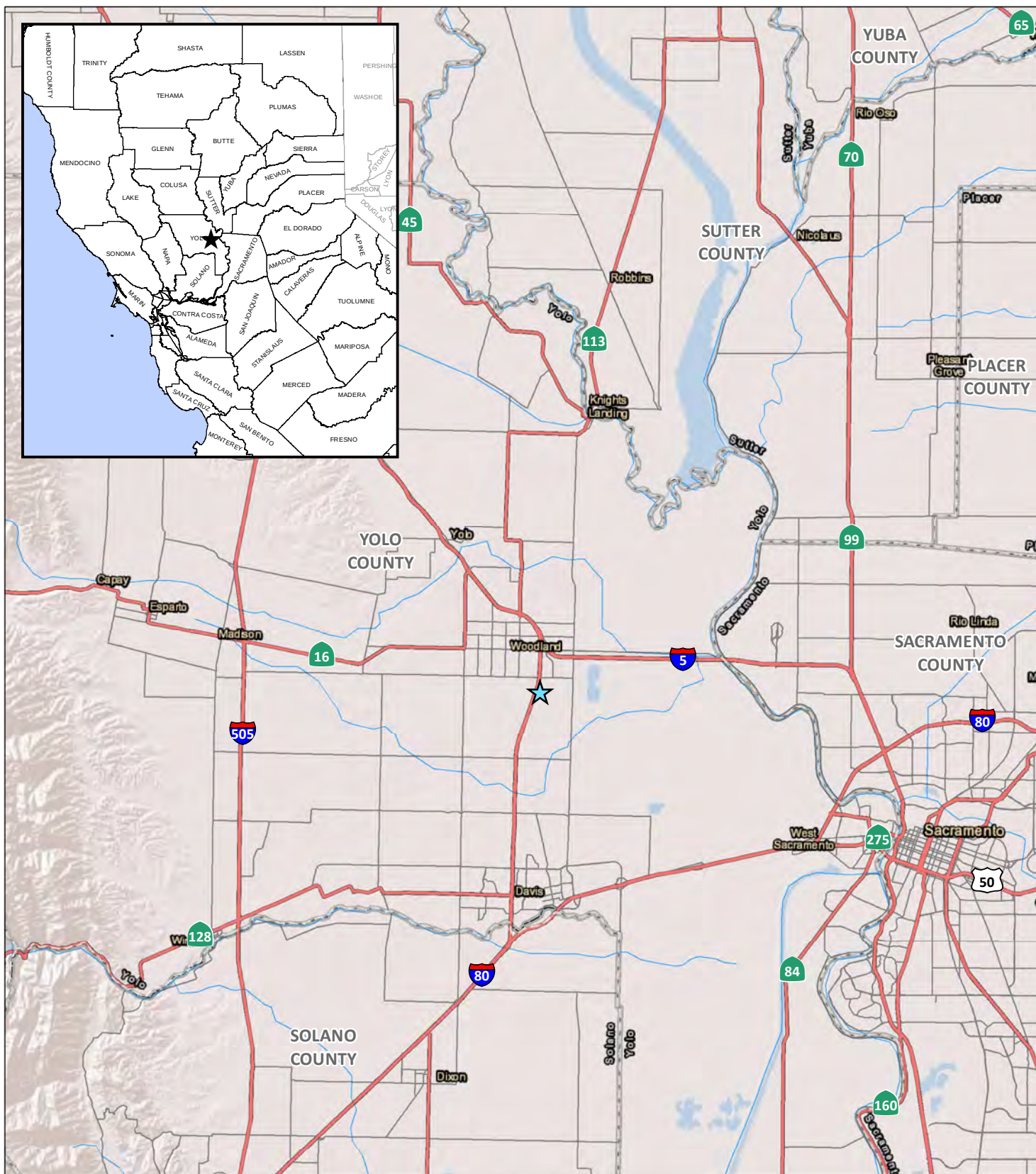


FIGURE 1

LSA

LEGEND

★ Project Location



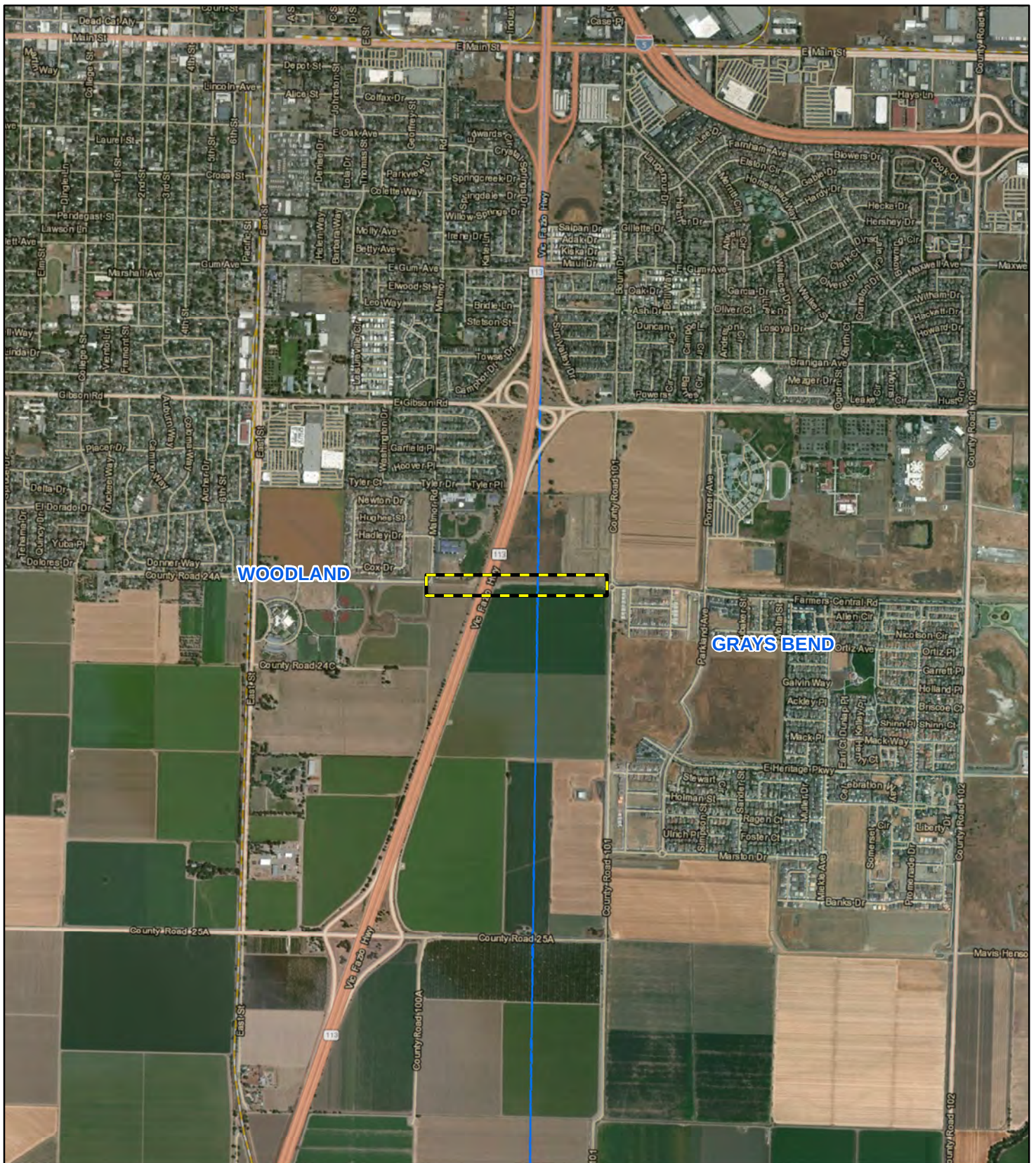
0 2.5 5
Miles

SOURCE: ESRI Imagery (4/2008)

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*Sports Park Drive Pedestrian Overcrossing
in Woodland, Yolo County, California
LSA Project No. MKT1708
Regional Location*

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LSA

LEGEND

- Project Area - (19.14 ac)
- USGS 7.5' Quad Boundaries



0 1000 2000
Feet

SOURCE: NAIP Aerial Imagery (7/2016)

\\roc12\images\MKT1708\GIS\Reports\ISMND\ISMND_Fig2_Prj_loc_aerial.mxd (6/22/2018)

FIGURE 2

*Sports Park Drive Pedestrian Overcrossing
in Woodland, Yolo County, California*
LSA Project No. MKT1708
Project Location

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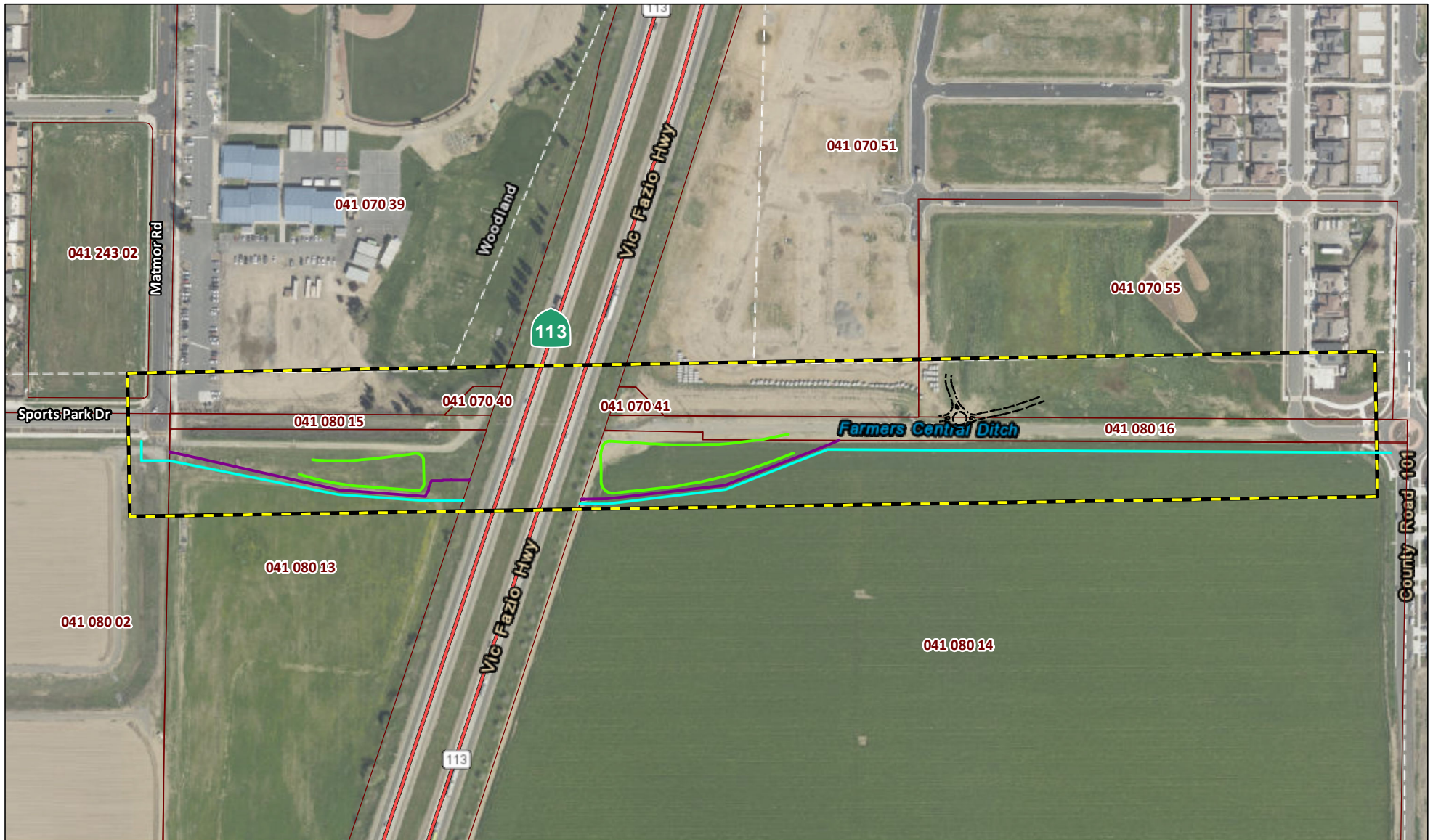


FIGURE 3

LSA



0 150 300
FEET

LEGEND

- Biological Study Area - (19.14 ac)
- Future work
- Fill
- Proposed Right of Way
- Temporary Construction Easement

*Sports Park Drive Pedestrian Overcrossing Project
in Woodland, Yolo County, California
LSA Project No. MKT1708*

Project Site

SOURCE: City of Woodland Aerial Imagery (4/2018); Design and *Parcels - Mark Thomas (05/2018); *County of Yolo 2015 parcels modified based on data provided by Mark Thomas.

I:\MKT1708\GIS\Reports\ISMND\ISMND_Fig3_Project_Site 2019-11-19.mxd (11/19/2019)

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2.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

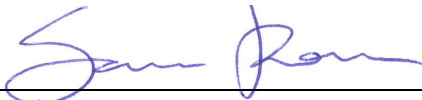
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist in Chapter 3.0.

- | | | |
|---|--|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☒ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☐ Energy |
| ☒ Geology/Soils | ☒ Greenhouse Gas Emissions | ☒ Hazards & Hazardous Materials |
| ☒ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☒ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☒ Transportation | ☒ Tribal Cultural Resources |
| ☐ Utilities/Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

2.1 DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “Potentially Significant Impact” or “Potentially Significant Unless Mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

2/10/2021

Date

Signature

Date

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3.0 CEQA ENVIRONMENTAL CHECKLIST

3.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

3.1.1 Environmental Setting

The project area consists of undeveloped land, agricultural land, and SR-113. Surrounding land uses on the west side of SR-113 include Woodland Christian High School to the north, single family detached residential units to the northwest, agricultural land immediately west, and Woodland Sports Park further west. Surrounding land uses on the east side of SR-113 include the Calwest III and IV developments, part of the Spring Lake Specific Plan. These developments are entitled and development of residential units, located directly northeast of the project boundary, commenced in early summer 2019, prior to development of the proposed Project. Agricultural lands are located southeast of the project site.

The visual character of the project area is dominated by SR-113, nearby urban development, and agricultural uses. The project area is approximately 0.5 miles south of the Gibson Road/SR-113 interchange and is located at the southern edge of urban development within the City of Woodland to the north. The topography of the area is flat on the western side of SR-113, and flat with agricultural fields on the eastern side of SR-113. Trees are sparsely located along both sides of SR-113. Limited views of the Northern Coast Range can be seen in the distance to the west.

The City of Woodland General Plan Environmental Impact Report (EIR) identifies scenic resources within the Downtown Woodland Historic District, including many structures that are listed or eligible for listing on the National Register of Historic Places. However, the Downtown District is not located in the immediate project vicinity and cannot be viewed from the project site.

No designated state scenic highways or locally designated scenic roadways are within or adjacent to the project site (City of Woodland 2017a).

3.1.2 Impact Analysis

a. Would the project have a substantial effect on a scenic vista?

NO IMPACT. The project site is located in an area where rural landscapes abut urban development. Agricultural lands are visible from the project site, but urban development is also located immediately adjacent to the project site. While limited views of the North Coast Range can be seen from the project site, the proposed project includes the development of a pedestrian overcrossing that would not substantially block views of the mountains from outside the project site. From the height of the proposed project, in fact, pedestrians may be afforded new, improved views to the mountains and the surrounding landscape, introducing a scenic vista for users. No existing scenic vistas are within the proposed project area. Therefore, the proposed project would have no impacts on scenic vistas.

b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

NO IMPACT. The project site is located on the southern boundary of the City of Woodland within Yolo County. No designated state scenic highways or locally designated scenic roadways are within or adjacent to the project site. Therefore, the proposed project would have no impacts on scenic resources within a state scenic highway.

c. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

LESS THAN SIGNIFICANT IMPACT. The project would involve development of a new pedestrian overcrossing over SR-113. The project would result in vegetation removal and could result in minimal tree removal within the project area, as well as the temporary presence of construction equipment, worker vehicles, fencing, and stockpiled materials. The proposed pedestrian overcrossing would be a minor visual element in comparison to the Gibson Road/SR-113 interchange located approximately 0.5 miles to the north. Despite some temporary changes in visual character due to construction and the addition of a new structure over SR-113, once completed, the project would result in a minimal change in visual character since urban development already exists just outside the project site. The pedestrian overcrossing would be designed and constructed consistent with the City's design standards, would complement other structures north of the project area, and would not conflict with any zoning or other regulations governing scenic quality. Therefore, the project will not substantially degrade existing visual character or quality of the site and its surroundings, and impacts would be less than significant.

d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

LESS THAN SIGNIFICANT IMPACT. The proposed project is located in an area where rural landscapes meet urban development. Street lamps are located sporadically along SR-113 in the project vicinity, and are located along Sports Park Drive to the northwest of the project site. The Woodland Sports Park to the west of the site also includes stadium lighting at the multi-use athletic fields, which provide a substantial lighting source in the project vicinity. Additionally, the Woodland Christian School contributes to the lighting sources in the project vicinity. The proposed project would introduce new sources of light along the overcrossing pathway. However, lighting included along the pathway would be downward-cast to avoid spillover, consistent with the City's General Plan. Additionally, materials utilized on the bridge structure would not produce glare. Therefore, the project would not create new sources of substantial light or glare, which would adversely affect day or nighttime views in the area and impacts would be less than significant.

3.2 AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☒	☐
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.2.1 Environmental Setting

The California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) produces maps and statistical data used for analyzing impacts on California's agricultural resources based on soil information documented by the United States (U.S.) Department of Agriculture Natural Resources Conservation Service (NRCS). Agricultural land is rated by the NRCS according to soil quality and irrigation status. Lands with soils best suited for agricultural production are designated as Prime Farmland, Unique Farmland, and Farmland of Statewide Importance and are collectively known as Important Farmland. The FMMP maps are updated every two years with the use of a computer mapping system, aerial imagery, public review, and field reconnaissance. FMMP's statistical and mapping information synchronizes with modern soil surveys developed by the U.S. Department of Agriculture. The FMMP designates land into the following categories within Yolo

County: Prime Farmland; Farmland of Statewide Importance; Unique Farmland; Farmland of Local Importance; Farmland of Local Potential; Grazing Land; Urban and Built-Up Land; Other Land; and, Water. The following provides definitions of each of these designations:

- **Prime Farmland** – Farmland with the best combination of physical and chemical features able to sustain long-term agricultural production. Prime Farmland has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Lands designated as Prime Farmland must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- **Farmland of Statewide Importance** – Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Lands with a “Farmland of Statewide Importance” designation must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- **Unique Farmland** – Farmland of lesser quality soils used for the production of the State’s leading agricultural crops. This land is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.
- **Farmland of Local Importance** – Land of importance to the local agricultural economy as determined by each county’s board of supervisors and a local advisory committee. In Yolo County, this land includes cultivated farmland having soils that meet the criteria for Prime or Statewide Importance, except that the land is not presently irrigated, which prevents its designation as Prime Farmland or Farmland of Statewide Importance, and other non-irrigated farmland.
- **Farmland of Local Potential** – Prime or Statewide soils which are presently not irrigated or cultivated.
- **Grazing Land** – Land on which the existing vegetation is suited to the grazing of livestock. This category was developed in cooperation with the California Cattleman’s Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities.
- **Urban and Built-Up Land** – Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.
- **Other Land** – Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry or aquaculture facilities; strip mines, borrow pits; and water

bodies smaller than forty acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped under this designation.

- **Water** – Perennial water bodies with an extent of at least 40 acres.

The most recent (2016) FMMP Yolo County Important Farmland Map designates the project site and surrounding area as Prime Farmland, Farmland of Local Potential, and Urban and Built-Up Land (Department of Conservation 2017). According to the Department of Conservation's most recent Yolo County Williamson Act Map (2010/2011), no Williamson Act parcels are located in the vicinity of the project site (Department of Conservation 2012). Land uses within the project site are designated as Agriculture within Yolo County and designated as Low Density Residential and Specific Plan within the City of Woodland (City of Woodland 2018; Yolo County 2009). The only land within the project site that is currently cultivated, at the time of preparation of this document, is located on the eastern side of SR-113; this land is owned by a developer and is zoned Single Family Residential. Although not constructed at the time of preparation of this document, the Calwest III and IV developments, part of the Spring Lake Specific Plan, are northeast of the Project site. These developments are entitled and construction of residential units commenced in early summer 2019, prior to development of the proposed Project. No forest or timberland is located within or adjacent to the proposed project site.

3.2.2 Impact Analysis.

- Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

LESS THAN SIGNIFICANT IMPACT. The proposed project site would have permanent impacts to 0.88 acre of Prime Farmland and 0.50 acre of Farmland of Local Importance (a total of 1.38 acres of Important Farmland), per the 2016 FMMP mapping. These conversions to urban use would not change the zoning of the parcels, nor would the uses of the remainder of the parcels change as a result of the proposed project. According to the 2015 California Farmland Conversion Report, Yolo County had 250,695 acres of Prime Farmland and 58,134 acres of Farmland of Local Importance.

Per the City of Woodland 2035 General Plan and 2035 General Plan EIR, the proposed Project is located in Specific Plan 1B (SP-1B), and is within the 10-year Sphere of Influence and Urban Limit Line of the City. The City has established a policy (Policy 2.A.3) to mitigate for the loss of Important Farmland. Policy 2.A.3 Agricultural Mitigation states:

"For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development (1:1 ratio). The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located outside of, but as close to the Woodland Urban Limit Line as possible."

However, City projects are exempt from this policy and impacts represent less than .001% of existing Yolo County Farmland. Therefore, impacts are less than significant.

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

NO IMPACT. The part of the proposed project site in the City of Woodland is located in an area that is fully developed and is zoned as part of the Spring Lake Specific Plan. Within the Spring Lake Specific Plan, the surrounding parcels are zoned Schools, Fire, Yolo County, and Single Family Residential. The parcels to the southwest and southeast of the proposed project site, which are located in unincorporated Yolo County, are zoned Agricultural Intensive. The project would require partial acquisition of these agriculturally-zoned parcels for project implementation. However, acquisitions would not change the zoning or jurisdiction of the unincorporated Yolo County parcels, resulting in no conflicts with existing zoning for agricultural use. Additionally, no Williamson Act parcels are located in the project vicinity. Therefore, the project would not conflict with a Williamson Act contract. No impacts would occur.

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

NO IMPACT. No forest land or timberland is located within or adjacent to the project site. Therefore, the project would not conflict with existing zoning for, or cause rezoning of, forest land or timberland. No impacts would occur.

d. Would the project result in the loss of forest land or conversion of forestland to non-forest use?

NO IMPACT. The proposed project site does not contain forest land. Therefore, no impacts to forest land would occur.

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

NO IMPACT. The proposed project would provide a pedestrian bridge over SR-113. No other development is associated with the proposed project, nor would the proposed project make any other changes in the existing environment. The proposed project would not convert existing farmland to other uses. Therefore, no impacts would occur.

3.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

3.3.1 Environmental Setting

The proposed Project is within the jurisdiction of the Yolo-Solano Air Quality Management District (YSAQMD) and is part of the Sacramento Valley Air Basin, which is located between two mountain ranges to the east and the west and bordered to the north by mountains. Conducive to trapping air pollutants, the basin receives prevailing winds from the San Francisco Bay area to the southwest. Ambient air quality standards have been set in place to protect against adverse health impacts caused by air pollution. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas. Proposed projects within the YSAQMD must be consistent with all applicable air quality plans intended to bring the basin into attainment for all criteria pollutants, and below the YSAQMD significance thresholds of ozone precursor pollutants (i.e., reactive organic gases [ROG] and nitrous oxides [NO_x]) and particulate matter less than 2.5 microns in diameter (PM_{2.5}), to have less than significant cumulative impacts. The six criteria pollutants are:

- Ozone
- Carbon monoxide (CO)
- Particulate matter (PM₁₀ and PM_{2.5})
- Nitrous oxides
- Sulfur dioxide
- Lead

The Yolo County portion of the Sacramento Valley is under federal nonattainment status for ozone and fine particulate matter (PM_{2.5}), as well as State nonattainment status for ozone and coarse particulate matter less than 10 microns in diameter (but larger than 2.5 microns) (PM₁₀). Yolo

County is designated an attainment or unclassified area for all other State ambient air quality standards.

3.3.2 Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED. The Project is located within the jurisdiction of the YSAQMD, which is part of the Sacramento Federal Non-Attainment Area as designated by the U.S. Environmental Protection Agency (EPA). Accordingly, the City of Woodland is included in the Sacramento Regional State Implementation Plan (SIP), prepared by the Sacramento Metropolitan Air Quality Management District (SMAQMD) in conjunction with the YSAQMD. The Air Quality Attainment Plans applicable to the Project site are the SMAQMD's 8-hour Ozone Plan (SMAQMD 2013a) and PM_{2.5} Implementation/Maintenance Plan (SMAQMD 2013b).

The 8-Hour Ozone Plan demonstrates how existing and new control strategies will provide the necessary future emission reductions to meet the federal Clean Air Act requirements for reasonable further progress and attainment of the 1997-1998 ozone national ambient air quality standards (NAAQS) for the Sacramento region. The PM_{2.5} Plan shows that the region has met the redesignation requirements and requests that EPA redesignate the area to attainment. The plan also analyzes measures that were implemented to achieve attainment and that will provide for maintenance of the PM_{2.5} NAAQS.

The following provides a discussion on potential construction and operational impacts to air quality due to implementation of the proposed Project.

Construction Impacts. During construction, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by grading, hauling, and other activities. Emissions from construction equipment are also anticipated and would include CO, NO_x, ROG, directly emitted particulate matter (PM_{2.5} and PM₁₀), and toxic air contaminants (TAC), such as diesel exhaust particulate matter.

Given the nature of the proposed Project and anticipated activities, daily emissions from construction equipment operation, vehicles transporting equipment and workers, and hauling materials would be minimal. These emissions would be temporary and limited to the immediate area around the Project site, and would not be anticipated to result in an exceedance of construction level thresholds established by the YSAQMD. Off-road equipment used at the Project site would be required to adhere to the statewide In-Use Off-Road Diesel-Fueled Fleets Regulation, including limits on idling of all construction equipment to five (5) minutes or less. Additionally, all portable equipment with internal combustion engines over 50 horsepower would obtain a District Permit to Operate or a valid statewide Portable Equipment Registration Program issued by the Air Resources Board.

Construction emissions were estimated for the Project using the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model, Version 8.1.0 (Roadmod) as recommended by the SMAQMD, and YSAQMD for linear construction projects. The Project would

include the import of approximately 16,000 cubic yards of soil on-haul, which was included in Roadmod. In addition, the construction equipment list provided to LSA was input into Roadmod. The construction schedule for all improvements was assumed to be 9 months, starting in 2021. Construction-related emissions are compared to the YSAQMD's ROG, NO_x, and PM₁₀ thresholds in Table 1. As shown in Table 1, emissions of ROG, NO_x, and PM₁₀ would not be exceeded.

Table 1: Project Construction Emissions

Project Construction	ROG	NO_x	PM₁₀	PM_{2.5}
Grubbing/Land Clearing (pounds/day)	1.3	15.6	3.3	1.1
Grading/Excavation (pounds/day)	2.3	24.1	4.0	1.7
Drainage/Utilities/Sub-Grade/Structure (pounds/day)	2.8	27.0	4.2	1.9
Maximum Construction Emissions (pounds/day)	2.8	27.0	4.2	1.9
Total Construction Emissions (tons)	0.2	2.5	0.4	0.2
YSAQMD Thresholds of Significance	10.0 (tons/year)	10.0 (tons/year)	80.0 (pounds/day)	NA
Exceed Threshold?	No	No	No	No

Source: LSA (June 2018).

In addition to exhaust emissions, the effects of construction activities would include increased dust and locally elevated levels of particulate matter downwind of construction areas. According to the YSAQMD's CEQA Handbook, even projects not exceeding district thresholds should implement best management practices to reduce fugitive dust emissions and avoid localized health impacts. Common measures include watering, chemical stabilization of soils or stockpiles, and reducing surface wind speeds with windbreaks. Implementation of Mitigation Measure AIR-1, as identified below, would ensure compliance with YSAQMD recommended best management practices for fugitive dust control and would reduce impacts to less than significant.

Mitigation Measure AIR-1: The City or construction contractor shall implement the following measures at the Project site:

- Water all active construction sites at least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure.
- Haul trucks shall maintain at least 2 feet of freeboard;
- Cover all trucks hauling dirt, sand, or loose materials;
- Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area;
- Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days);
- Plant vegetative ground cover in disturbed areas as soon as possible;

- Cover inactive storage piles; and
- Sweep streets if visible soil material is carried out from the construction site.

As indicated in Table 1, construction of the proposed Project would not exceed the emissions thresholds. Therefore, air quality impacts associated with construction of the proposed Project would be less than significant with mitigation incorporated.

Operational Impacts. Long-term air emission impacts are associated with stationary sources and mobile sources. Stationary source emissions typically result from the consumption of natural gas and electricity. Mobile source emissions typically result from vehicle trips and result in air pollutant emissions affecting the entire air basin. The proposed Project would construct a pedestrian overcrossing to connect new and planned development on the east side of SR-113 with a school, a sports park, and existing residential facilities on the west side of SR-113. Implementation of the proposed Project would create better access and a more pedestrian-friendly environment. The proposed Project would not result in a significant increase in the generation of vehicle trips that would increase air pollutant emissions. The Project would result in low levels of off-site emissions due to energy generation associated with lighting along the overcrossing. However, these emissions would be minimal and would not exceed the pollutant thresholds established by the YSAQMD. Therefore, the proposed Project would not be a significant source of operational emissions and this impact would be less than significant.

Localized CO Impacts. According to YSAQMD's CEQA Handbook, a screening level approach, originally developed by the San Joaquin Valley Air Pollution Control District, can be used to estimate whether or not a project's traffic impact would cause a potential CO hotspot at any given intersection. If either of the following criteria is true of any intersection affected by project traffic, then the project can be said to have the potential to create a violation of the CO standard. The criteria are as follows:

- If a traffic study prepared for a project indicates that the peak-hour level of service (LOS) on one or more streets or at one or more intersections in the vicinity of said project would be reduced to an unacceptable LOS (typically LOS E or F); or,
- A traffic study prepared for a project indicates that the said project would substantially worsen an already existing peak-hour LOS F on one or more streets or at one or more intersections in the project vicinity. "Substantially worsen" includes situations where delay would increase by 10 seconds or more when project-generated traffic is included.

As discussed above, the proposed Project would construct a new pedestrian overcrossing to connect new and planned development on the east side of SR-113 with a school, a sports park, and existing residential facilities on the west side of SR-113. Once operational, the proposed Project would not result in an increase in vehicle trips and, therefore, would not exceed the YSAQMD's CO hotspot screening criteria.

With implementation of Mitigation Measure AIR-1, the proposed Project would result in less-than-significant construction-period and operational emissions. Therefore, the proposed Project supports the goals of the applicable Air Quality Attainment Plans (AQAP) and SIP and would not conflict with any measures identified in the plans or designed to bring the region into attainment. The proposed Project would not hinder the region from attaining the goals outlined in the AQAPs or SIP. Therefore, the proposed Project would not hinder or disrupt implementation of the applicable AQAPs or SIP.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

LESS THAN SIGNIFICANT IMPACT. CEQA defines a cumulative impact as two or more individual effects, which when considered together, are considerable or which compound or increase other environmental impacts. According to YSAQMD, project emissions that are not consistent with the AQAPs, SIP, or exceed District thresholds of significance will have a significant cumulative impact unless offset.

As described above in Section 3.3.2.a, construction and operation of the proposed Project would not conflict with applicable AQAPs or SIP, or result in significant levels of criteria pollutants or pollutant precursors. Therefore, the Project would not result in a cumulatively considerable contribution to regional air quality impacts and this impact would be less than significant.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

LESS THAN SIGNIFICANT IMPACT. According to the YSAQMD's CEQA Handbook (Yolo-Solano AQMD 2007), a sensitive receptor is generically defined as a location where human populations, especially children, seniors, or sick persons are found, and there is a reasonable expectation of continuous human exposure according to the averaging period for the AAQS (e.g., 24-hour, 8-hour, 1-hour). Examples of sensitive receptors include residences, hospitals, and schools.

In 1998, the Air Resources Board (ARB) identified particulate matter from diesel-fueled engines as a TAC. The ARB has completed a risk management process that identifies potential cancer risks for a range of activities using diesel-fueled engines (California Air Resources Board 2000). High volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic (e.g. distribution centers and truck stops) were identified as having the highest associated risk.

Health risks from TACs are a function of both concentration and duration of exposure. Exposure of receptors to substantial concentrations of TACs and PM_{2.5} could occur from the following situations:

- Sitting a new TAC and/or PM_{2.5} source (e.g., diesel generator, truck distribution center, freeway) near existing or planned receptors; and,
- Sitting a new receptor near an existing source of TAC and/or PM_{2.5} emissions.

The nearest existing sensitive receptors include the single-family residents along Hoffman Street, located approximately 330 feet west of the overcrossing. In addition, Woodland Christian School is located approximately 475 feet north of the overcrossing, and the new Calwest III and IV developments, part of the Spring Lake Specific Plan, commenced construction in summer 2019 and are located approximately 150 feet north of the overcrossing. As described in Section 3.3.2.b. above, construction of the proposed Project may expose surrounding sensitive receptors to airborne particulates, as well as a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, given the short duration of construction activities relative to the 70-year health risk exposure analysis period and the minimal nature of construction activities for the proposed Project, these sensitive receptors would not be exposed to substantial pollutant concentrations. In addition, construction contractors would be required to implement best management practices required in Mitigation Measure AIR-1, which would reduce construction emissions. Therefore, health risks associated with construction of the proposed Project would be less than significant.

In addition, once operational, the Project would not increase emissions of TAC or expose new sensitive receptors to TAC or PM_{2.5} emissions. Therefore, health risks associated with operation of the proposed Project would also be less than significant.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

LESS THAN SIGNIFICANT IMPACT. According to the YSAQMD CEQA Handbook, common types of facilities that are known producers of odors include wastewater treatment facilities, chemical manufacturing, sanitary landfills, fiberglass manufacturing, transfer stations, painting/coating operations (e.g. auto body shops), composting facilities, petroleum refineries, feed lots/dairies, asphalt batch plants, and rendering plants. The proposed Project would not include any of these types of land uses. However, during Project construction, some odors may be present due to diesel exhaust. However, these odors would be temporary and limited to the construction period. The project is not anticipated to result in any other emissions. Therefore, the proposed Project would not result in emissions adversely affecting a substantial number of people, and this impact would be less than significant.

3.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

3.4.1 Environmental Setting

LSA conducted a biological resources study for the proposed project to assess the site for compliance with the CEQA review process. The following summarizes the biological setting in the vicinity of the proposed project.

Methods

For purposes of the biological analysis, a Biological Study Area (BSA) was established. The BSA, totaling 19.14 acres, within the Central Valley is characterized by large flat areas of agricultural farmland and development. The BSA is approximately 0.51 mile in length and extends from County Road 101/Harry Lorenzo Avenue in the east to the corner of Sports Parks Drive and Matmor Road in the west; the BSA is bisected north-south by SR-113. The BSA includes lands beyond the proposed project footprint that could potentially be affected by project construction and/or were determined necessary to inventory in order to perform an adequate analysis of impacts to biological resources.

A list of sensitive wildlife and plant species potentially occurring within the BSA was compiled to evaluate the potential impacts resulting from project construction. Sources used to compile the list include the California Natural Diversity Database (CNDDDB), the U.S. Fish and Wildlife Service (USFWS) online special-status species list, and the California Native Plant Society (CNPS) Online Edition. The species lists obtained from the CNDDDB, CNPS, and USFWS were reviewed to determine which species could potentially occur in the project area. Individual lists are included in Appendix B.

The BSA falls within the coverage area of the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP), which was implemented in January 2019. The Yolo HCP/NCCP covers activities that would have an adverse impact on any of the twelve covered species and provides incidental take coverage from the USFWS and California Department of Fish and Wildlife (CDFW).

Naturally occurring vegetation in the BSA was classified according to A Manual of California Vegetation, Second Edition (Sawyer, Keeler-Wolf, and Evans 2008), as appropriate. Managed, disturbed, or developed areas were classified according to their dominant plant species. The names of the plant species are consistent with The Jepson Manual: Vascular Plants of California, Second Edition (Baldwin, B. G., et. al., editors 2012).

LSA conducted general field surveys and a jurisdictional delineation within the BSA on December 5, 2017. A follow-up visit to complete the jurisdictional delineation was conducted by LSA on December 13, 2017.

Results

Three habitat types were identified in the BSA: row crops, ruderal/disturbed, and developed. No natural communities occur in the BSA.

Row crops, totaling 7.25 acres, are located in the southern portion of the BSA on both sides of SR-113. Current crops appear to be winter wheat (*Triticum aestivum*).

Ruderal/disturbed areas, totaling 6.13 acres, include areas adjacent to roadways, ditch channels, and areas associated with the housing development north of Corporate Limit Road, which runs east-west through the BSA east of SR-113. Representative species observed in these areas include yellow star-thistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*), milk thistle (*Silybum marianum*), and annual fireweed (*Epilobium brachycarpum*).

Developed areas, totaling 5.76 acres, include established roadways (SR-113, County Road 101, and Sports Park Drive), sidewalks, parking areas, and the active construction site associated with the housing development north of Corporate Limit Road. These areas are characterized by little to no vegetation.

Special-status wildlife species that may occur in the BSA include western burrowing owl (*Athene cunicularia*), a California Species of Special Concern, and Swainson's hawk (*Buteo swainsoni*), which is listed as threatened under the California Endangered Species Act. These species are covered by

the Yolo HCP/NCCP. No special-status plants are expected to occur in the BSA, and the BSA is not suitable habitat for special-status bats or fish.

Aquatic resources in the BSA are limited to a series of ephemeral, culverted drainage ditches, totaling 0.64 acre. All ditches within the BSA are composed entirely of non-wetland waters; no potential wetlands are associated with these features.

3.4.2 Impact Analysis

- a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less Than Significant with Mitigation. As described above, no State or federally listed or proposed plant species occur in the BSA; therefore, no special-status plants would be affected by implementation of the proposed project. However, the proposed project has the potential to affect two special-status animal species that could occur within the BSA. Potential impacts to these special-status species are described below.

Western Burrowing Owl

Suitable denning and foraging habitat is present in the ruderal/disturbed areas within the BSA, specifically along the slopes of the drainage ditches. Numerous California ground squirrel (*Otospermophilus beecheyi*) burrow complexes were observed in these areas during the December 5 and 13 site surveys. Burrowing owl sign (pellets and whitewash) were observed in front of a burrow complex east of SR-113.

The proposed project would result in impacts to suitable western burrowing owl habitat as a result of project construction. Permanent impacts, totaling 0.08 acre, and temporary impacts, totaling 0.52 acre, would occur as a result of project construction. Implementation of Mitigation Measure BIO-1 would reduce potential impacts to western burrowing owls.

Mitigation Measure BIO-1: The following measures shall be implemented to reduce potential impacts to western burrowing owls. These measures are consistent with AMM18, Minimize Take and Adverse Effects on Western Burrowing Owl in the Yolo HCP/NCCP:

- Preconstruction surveys for western burrowing owls shall be conducted by a qualified biologist in accordance with the CDFW's 2012 Staff Report on Burrowing Owl Mitigation, and shall occur no more than 3 days prior to the start of ground disturbing activities in areas having suitable burrows. Time lapses between ground disturbing activities will trigger subsequent surveys prior to ground disturbance.

- If burrowing owls are identified during the non-breeding season, passive exclusion shall be implemented during the per CDFW's 2012 Staff Report on Burrowing Owl Mitigation. This may include the installation of one-way doors in burrow entrances by a qualified biologist.
- If any occupied burrows are identified during the breeding season (February 1 to August 31), the active burrow shall be avoided within a set disturbance buffer consistent with the 2012 Staff Report on Burrowing Owl Mitigation during the remainder of the breeding season or while the nest is occupied. Construction may occur inside of the disturbance buffer if an avoidance and minimization plan is approved by the Yolo Habitat Conservancy and CDFW prior to project construction and contains the following criteria:
 - 1 – A qualified biologist monitors the owls for a minimum of 3 days prior to construction to determine baseline nesting and foraging behavior.
 - 2 – The same qualified biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities.
 - 3 – If the qualified biologist identifies a change in owl nesting behavior as a result of construction activities, the qualified biologist shall have the authority to stop work within the disturbance buffer. This information shall be reported to the Yolo Habitat Conservancy and CDFW within 24 hours. Construction shall not resume during the remainder of the breeding season or while the nest is occupied.
 - 4 – If monitoring indicates that the nest has been abandoned prior to the end of besting season, the project proponent may remove the disturbance buffer with the concurrence of CDFW.

Swainson's Hawk

No trees within the BSA would be considered suitable habitat for nesting, however the BSA does provide suitable foraging habitat and multiple suitable nest trees are within 0.25 mile of the BSA.

The proposed project would impact suitable Swainson's hawk foraging habitat as a result of project construction. Permanent impacts, totaling 1.19 acres, and temporary impacts, totaling 6.60 acres, would occur as a result of project construction. Implementation of Mitigation Measure BIO-2 would reduce potential impacts to Swainson's hawks.

Mitigation Measure BIO-2: The following measures shall be implemented to reduce potential impacts to Swainson's hawks. These measures are consistent with

AMM16, Minimize Take and Adverse Effects on Swainson's Hawk and White-Tailed Kite in the Yolo HCP/NCCP:

- In accordance with guidance provided by the Swainson's Hawk Technical Advisory Committee (2000), if work begins during the nesting season (March 15 to August 30), an early season preconstruction survey for nesting Swainson's hawks shall be conducted between January and March in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist when tree foliage is relatively sparse and nests are easy to identify. A second preconstruction survey for nesting Swainson's hawks shall be conducted in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist no more than 15 days prior to initiation of earthmoving activities.
- If nesting Swainson's hawks are found within the survey area, a 1,320-foot (0.25 mile) initial temporary nest disturbance buffer shall be established. If project activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, a qualified biologist shall evaluate the potential for the project to disturb nesting activities. CDFW shall be contacted to review the evaluation and determine if the project can proceed without adversely affecting nesting activities. Work will only be allowed to proceed within the temporary nest disturbance buffer.
- Disturbance of active nests shall be avoided until it is determined by a qualified biologist that nesting is complete and the young have fledged, or that the nest has failed. If work is allowed to proceed within the temporary nest disturbance buffer if Swainson's hawks are not exhibiting agitated behavior (e.g. defensive flights at intruders, getting up from a brooding position, flying off the nest, etc.). A qualified biologist shall be on-site daily while construction activities are occurring within the temporary nest disturbance buffer to monitor nesting activity. The monitor shall have the authority to stop work if it is determined the project is adversely affecting nesting activities.
- Potential impacts to Swainson's hawk will be minimized with implementation of avoidance and minimization efforts above; due to the small acreage of potential foraging impacts and because no nesting trees are within the BSA, no compensatory mitigation is proposed.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. No riparian habitat or other sensitive natural communities occur in the BSA. The project site consists of row crops, ruderal/disturbed, and developed areas. However, as mentioned above, ephemeral drainage ditches (potential non-wetland waters) occur within the BSA. The proposed

project design completely avoids these features; therefore, no impacts to potential waters are within the BSA.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. Aquatic resources within the BSA are limited to non-wetland waters consisting of several culverted ephemeral drainage ditches. No potential wetlands are located within the BSA. The project would not require direct removal, filling, hydrological interruptions, or construction that would affect federally protected wetlands. Therefore, the project would have no impact.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. Wildlife movement corridors are linear habitats that function to connect two or more areas of significant wildlife habitat. These corridors may function on a local level as links between small habitat patches (e.g., streams in urban settings) or may provide critical connections between regionally significant habitats (e.g., deer movement corridors). Wildlife corridors typically include vegetation and topography that facilitate the movements of wild animals from one area of suitable habitat to another, in order to fulfill foraging, breeding, and territorial needs. These corridors often provide cover and protection from predators that may be lacking in surrounding habitats. Wildlife corridors generally include riparian zones and similar linear expanses of contiguous habitat.

There is no evidence that the habitats present in the BSA provide a significant migration route. The project area is heavily impacted by human activity (ongoing construction, agriculture, traffic, etc.) and provides little to no connectivity with parks or open space in the vicinity. Therefore, impacts to local wildlife movement would be minor and insignificant, and no mitigation would be required.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The project would not conflict with any local policies or ordinances protecting biological resources. Although the proposed project falls within the City of Woodland, and is therefore subject to provisions of the City's Municipal Code (City of Woodland 2017b), the proposed project does not conflict with any of the existing ordinances.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less Than Significant Impact. The Yolo HCP/NCCP was approved by the Yolo County Board of Supervisors and the cities of Davis, West Sacramento, Winters, and Woodland in June 2018 and was formally implemented in January 2019. The Yolo HCP/NCCP covers activities that would have an

adverse impact on any of the twelve covered species and provides incidental take coverage from the USFWS and CDFW. The species covered by the Yolo HCP/NCCP that may potentially occur in the BSA include western burrowing owl and Swainson's hawk.

The Project will be implemented in accordance with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) avoidance and minimization measures. Through payment of HCP/NCCP fees or equivalent mitigation, the Project will contribute to the HCP/NCCP's conservation strategy, thereby benefiting the above-listed covered species. With incorporation of HCP/NCCP fees or equivalent mitigation and adherence to other HCP/NCCP avoidance and minimization measures, this Project's individual impacts and its contribution to cumulative impacts to covered species are less than significant.

3.5 CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

3.5.1 Environmental Setting

LSA prepared a Cultural Resources Study (2018) for the proposed project (see Appendix C). This study consisted of background research, consultation with potentially interested parties and a field survey. The information for the following section was based on this study.

Cultural Resources. The Area of Potential Effects (APE) for the proposed project includes the maximum extent of all ground disturbing activities including staging areas and access routes in association with the proposed project. The APE is located within both the City of Woodland and Yolo County. Agricultural fields abut the project site to the south, residential development to the north, and a recreational facility to the west. The project APE encompasses 19.14 total acres within which the vertical extent is 7 feet below surface. The APE includes portions of various parcels containing agricultural properties and a church and school. The nearest water source is Willow Slough, 0.82 miles to the southeast. SR-113 passes through the APE.

LSA conducted a records search (IC No. 17-1235) for the APE/Permit Area and a 0.5-mile radius on October 25, 2017, at the Northwest Information Center (NWIC) of the California Historical Resources Information System, located in Rohnert Park, California. The NWIC, an affiliate of the State of California Office of Historic Preservation, is the official state repository of cultural resource records and reports for Yolo County.

A total of ten previously recorded cultural resources that are 45 years and older were identified within or adjacent to the project area. These resources did not appear to possess a prehistoric component, and therefore, were recorded as single-component sites (whereas multicomponent sites possess both historic and prehistoric resources). Details of these ten resources can be found in the attached Cultural Resources Study (Appendix C).

Consultation with the Native American Heritage Commission occurred on November 20, 2017, and the results indicated that a records search of the Sacred Lands File had negative results for Native American cultural resources within the project Area, but noted that “the absence of specific site information in the *Sacred Lands File* does not indicate the absence of Native American cultural resources in any APE.” Additionally, the Native American Heritage Commission (NAHC) provided three local Native American Tribe representatives who may have information or concerns regarding the project.

LSA assisted the City with Assembly Bill (AB) 52 consultation. On March 2, 2018, LSA sent letters with maps depicting the APE/Permit Area to the following Native American contacts on the AB 52 list provided by the City. Three of the recipients are also on the NAHC list. The letters served to initiate consultation pursuant to AB 52 and to elicit input or concern. No responses were received within two weeks so on March 21, 2018, LSA made follow-up telephone calls to ensure the letters were received. Of the five Native American Tribe representatives contacted, all but one responded. These representatives stated that their tribes had no comments regarding the project.

Archaeological Sensitivity. The archaeological resources study consisted of archival and background research, field survey of the APE on December 13, 2017 by LSA, consultation with potentially interested parties, and an archaeological assessment. LSA assessed the APE's archaeological sensitivity based on the results of the records search, geological and soils research, field survey, and geotechnical study. The records search found no previously identified archaeological deposits within or adjacent to the APE, and the field survey did not identify any cultural resources in the APE. The land in the APE and surrounding areas is highly disturbed. Therefore, the probability of encountering unidentified subsurface prehistoric archaeological deposits in the APE is very low. Based on the historical context of the area and the cut/fill nature of the APE, the probability of encountering buried historic archaeological deposits in the APE is low to moderate.

3.5.2 Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. As described above, research was conducted to determine if sensitive historical or Native American sites were located within the APE or surrounding the project site. Of the ten resources identified in the vicinity of the project, only one, Farmer's Central Canal, is within the project site. This resource was once a canal but has been since filled in. This resource has not been evaluated for the National Register, California Register, or Local designation.

The possibility exists that previously unknown buried archaeological deposits could be discovered during grading and excavation work associated with construction. Prehistoric materials can include flaked-stone tools (e.g., projectile points, knives, choppers) or obsidian, chert, basalt or quartzite tool making debris; bone tools; culturally darkened soil (e.g., midden soil often containing heat-affected rock, ash and charcoal, shellfish remains, faunal bones, and cultural materials); and stone milling equipment (e.g., mortars, pestles, handstones). Prehistoric archaeological sites often contain human remains. Historical materials can include wood, stone, concrete, or adobe footings, walls and other structural remains; debris-filled wells or privies; and deposits of wood, glass, ceramics, metal and other refuse. Implementation of **Mitigation Measure CULT-1** would reduce impacts to previously undiscovered resources to a less than significant level.

Mitigation Measure CULT-1: If deposits of precontact or historic-period archaeological materials are discovered during project activities, all work within 50 feet of the discovery shall be redirected. Project personnel shall not collect or move any archaeological materials. A qualified archaeologist shall be contacted to assess

the situation and consult with the U.S. Army Corps of Engineers and Yolo County. The archaeologist shall make recommendations for the treatment of the discovery.

Accidental cultural resource discoveries during project construction shall be evaluated by an archaeologist. Based on the archaeologist's evaluation, mitigation can include, but is not necessarily limited to, excavation of the deposit in accordance with a data recovery plan and standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and, if appropriate, accessioning the historic archaeological material and technical report to an archaeological repository. Educational public outreach shall be conducted as appropriate as determined by the archaeologist.

Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results of resource evaluation and mitigation efforts. The report shall be submitted to the Northwest Information Center at Sacramento State University.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. No archaeological resources, as defined by §15064.5, have been identified in the project area. Archaeological resources are not anticipated to be discovered during project activities. If, however, such resources are discovered, implementation of **Mitigation Measure CULT-1** described above, would reduce potential impacts to a less than significant level.

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. No human remains are known to exist within the APE. Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of Woodland has determined whether or not the remains are subject to the Coroner's authority. There is no indication that human remains are present within the project site. Implementation of **Mitigation Measure CULT-2** would ensure that potential impacts to human remains, should they be encountered, would be reduced to a less than significant level.

Mitigation Measure CULT-2: If human remains are discovered during project activities the procedures outlined in Section 7050.5 of the California Health and Safety Code shall be implemented. Work within 50 feet of the discovery shall be redirected and the Yolo County Coroner notified immediately. At the same time, the

U.S. Army Corps of Engineers cultural resources staff shall be contacted to assess the situation and consult with SHPO. Project personnel shall not collect or move any human remains and associated materials.

If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

3.6 ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
d. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	☐	☐	☒	☐
e. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

3.6.1 Environmental Setting

The proposed project includes the construction of a pedestrian overcrossing over SR-113 along the southern city limits of Woodland. The City of Woodland General Plan 2035 includes the following policies related to energy.

Policy 5.K.6 Promote Energy Conservation. Promote energy-saving practices and encourage energy efficiency through good urban design and site-planning practices, as well as through building design, maintenance, and retrofit.

Policy 5.K.7 Renewable Energy. Promote the installation of public and private renewable energy production systems including photovoltaics, wind turbines, geothermal systems, and other appropriate technologies.

3.6.2 Impact Analysis

a. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?

LESS THAN SIGNIFICANT IMPACT. The proposed Project would include the construction of a pedestrian overcrossing and would require consumption of energy resources during construction and to provide lighting along the bridge. However, best management practices such as limiting construction equipment idling would ensure energy use is efficient and not wasteful or unnecessary. Once operation, the proposed Project would include high efficiency lights along the bridge. As such, the proposed Project would result in less than significant impact.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

NO IMPACT. The City of Woodland Climate Action Plan proposes a strategy for lighting efficiency upgrades to meet the objective to reduce building energy use. As stated above, the proposed project would include energy efficient lighting, once operational. The proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. No impact would occur and no mitigation would be necessary.

3.7 GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☒	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating direct or indirect substantial risks to life or property?	☐	☐	☒	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

3.7.1 Environmental Setting

3.7.1.1 Geology

Yolo County is located within the Great Valley geomorphic province of California, which is characterized by Jurassic through Holocene-aged sedimentary deposits. The Great Valley is composed of thousands of feet of sedimentary deposits that have undergone periods of subsidence and uplift over millions of years. Most of the surface of the Great Valley is covered with Holocene (i.e., 11,700 years Before Present [B.P.] to present day) and Pleistocene (i.e., 2.6 million–11,700 years B.P.) alluvium. This alluvium is composed of sediments from the Sierra Nevada to the east and the Coast Range to the west that were carried by water and deposited on the valley floor (City of Woodland 2017a).

The project site is located in an area that is generally flat and largely devoid of sloping topography. Elevation on the project site ranges from 49 to 60 feet above mean sea level.

3.7.1.2 Soils

The project site is comprised of one soil: Yolo silt loam, 0 to 2 percent slopes, Major Land Resource Area 17. Yolo silt loam is found in alluvial fans and flood plains, and its parent material is alluvium derived from igneous, metamorphic and sedimentary rock. Additional attributes of this soil are described in Table 2, some of which are explained in more detail below.

Table 2: Project Site Soils

Attribute	Yolo silt loam, 0 to 2 percent slopes, MLRA 17
Depth to restrictive feature	More than 80 inches
Natural drainage class	Well drained
Runoff class	Low
Depth to water table	More than 80 inches
Frequency of flooding	Rare
Frequency of ponding	None
Hydrologic soil group	B
K factor, whole soil	.49
Linear Extensibility	3.2 percent

Source: NRCS 2018

Hydrologic Soil Group. Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups based on the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. Soils within the project site are assigned to Hydrological Soil Group B, defined as “soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well-drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission” (NRCS 2018).

Erosion Factor (K Factor), Whole Soil. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Sheet erosion removes a layer of exposed surface soil (topsoil) by the action of rainfall splash and runoff. Rill erosion develops as flowing runoff concentrates in grooves, called rills, which cut several inches into the soil surface. Rills grow to deeper and wider gullies where concentrated flow of water moves over the soil. Loss of soil is also dependent on the soil type, surface slope and vegetative cover. Values of K range from 0.02 to 0.69 and in general, the higher the value, the more susceptible the soil is to sheet and rill erosion by water. Therefore, soils on the project site have a moderately high susceptibility to sheet and rill erosion by water (NRCS 2018).

Linear Extensibility. Linear extensibility (shrink-swell potential) is an expression of the volume change of an unconfined clod as moisture content is decreased from a moist to a dry state. The amount and type of clay minerals in the soil influence volume change. When the soil takes on water, the volume change is reported as percent change for the whole soil. The linear extensibility rating for the project site soils is 3.2 percent, which indicates a moderately low shrink-swell potential.

3.7.1.3 Seismicity

According to the City of Woodland 2035 General Plan and Climate Action Plan Environmental Impact Report (Woodland General Plan EIR), “there are no known fault traces within or adjacent to the Planning Area” (City of Woodland 2017a). However, the Woodland General Plan EIR also notes that segments 3 and 4 of the Great Valley Fault Zone are approximately six miles to the west of the City. The Great Valley Fault Zone is a blind-thrust fault belt located along the margin between the Central Valley and the Coast Ranges (City of Woodland 2017a). Additional fault zones within 50 miles of the City include the Dunnigan Hills Fault, Concord-Green Valley Fault, Hunting Creek-Berryessa Fault, West Napa Fault, Marsh Creek-Greenville Fault, Maacama Fault, and Hayward-Rodgers Creek Fault (City of Woodland 2017a).

The California Geologic Survey Probabilistic Seismic Hazard Assessment calculates earthquake shaking hazards using historic seismic activity and fault slip rate data. Shaking from faults is expressed as the Peak Ground Acceleration measured as a percentage (or fraction) of acceleration due to gravity (percent g) from ground motion that has a 10 percent probability of being exceeded in 50 years. The project site is located in an area with a Peak Ground Acceleration of 25.7 percent (0.257g) (Department of Conservation 2008).

The Alquist-Priolo Fault Zoning Act provides policies and criteria to assist cities, counties, and State agencies in restricting development on active faults. The Alquist-Priolo Act requires the State geologist to delineate regulatory zones that encompass all potentially and recently active traces of named faults and other such faults, or fault segments that are deemed sufficiently active and well defined as to constitute a potential hazard to structures from surface faulting or fault creep. The project site is not located within an Alquist-Priolo Fault Zone. The closest Alquist-Priolo Fault Zone to the project site is the Green Valley Fault Zone, located approximately 29.5 miles to the northwest (City of Woodland 2017a).

Seismic Hazards

Liquefaction. Liquefaction is a process by which water-saturated sand and silt temporarily lose strength and act as a liquid during strong seismic shaking events. According to the United States Geological Survey (USGS) Earthquake Hazards Program, the project area has a moderate to high liquefaction susceptibility (USGS n.d.).

Landslides. Landslides generally occur in areas with steep slopes, where underlying materials have become weak or fractured as a result of erosion, snowmelt or heavy rains, earthquakes, or other factors. The project site is located in a region with high landslide susceptibility; however, the project site is located on flat land. Therefore, the probability of a landslide within the project site boundary is low.

3.7.2 Impact Analysis

- a. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*
- i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

NO IMPACT. Surface rupture occurs when the ground surface is broken due to fault movement during an earthquake. The project is not located along a known fault, nor is it within an area delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map. As discussed above, the nearest active fault, the Green Valley Fault Zone, is nearly thirty miles away. While there is the possibility of neighboring seismic activity being felt in Woodland, and earthquakes from other regions have occasionally caused minor damage, it is unlikely to cause substantial adverse effects.

- ii. *Strong seismic ground shaking?*

NO IMPACT. As discussed above, the project is not located along a known fault. Historically, Woodland has experienced relatively low levels of seismic activity. However, there is the possibility of neighboring seismic activity being felt in Woodland, and earthquakes from other regions have occasionally caused minor damage. There is, therefore, little likelihood of strong seismic ground shaking. Additionally, the proposed project would be engineered and designed based on the Caltrans Seismic Design Criteria, which includes measures for bridges to reduce their susceptibility to strong seismic shaking.

- iii. *Seismic-related ground failure, including liquefaction?*

LESS THAN SIGNIFICANT IMPACT. The project site is underlain by soils with a moderate to high susceptibility for liquefaction. Given the soils on the project site and the project area's potential for strong seismic shaking events, the project site could be susceptible to liquefaction events. However, the proposed project would be engineered and designed based on the Caltrans Seismic Design Criteria, which includes measures for bridges to reduce their susceptibility to liquefaction. Therefore, impacts associated with seismic-related ground failure, including liquefaction, would be less than significant.

- iv. *Landslides?*

LESS THAN SIGNIFICANT IMPACT. The proposed project would not alter slopes in the project area in a manner that would increase the risk of landslides. Although the likelihood of landslide is minimal in the generally flat project area, the new pedestrian bridge associated with the proposed project would be designed in accordance with modern engineering standards to withstand potential landslide activity. Implementation of the proposed project would not adversely affect persons or structures due to landslides. Impacts would be less than significant.

b. Would the project result in substantial soil erosion or the loss of topsoil?

LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED. Soils on the project site have a moderately high susceptibility to sheet and rill erosion by water. Ground disturbing activities during construction of the proposed project would have the potential to result in soil erosion.

To reduce the significance of this potential impact, **Mitigation Measure GEO-1** would be implemented.

Mitigation Measure GEO-1: The City shall require that the Contractor prepare an Erosion and Sediment Control Plan for the proposed project prior to construction. Below are some of the measures that shall be implemented to reduce soil erosion and protect water quality during construction. Best management practices (BMP) shall be implemented to reduce erosion and prevent sediment or other potential pollutants from leaving the work site. The City shall require the Contractor to implement BMPs for erosion and sedimentation outlined in the most recent version of the Erosion and Sediment Control Field Manual (CRWQCD 2002), or an equivalent publication.

- BMPs outlined in the most recent version of the Erosion and Sediment Control Field Manual, published by the Regional Water Quality Control Board, or equivalent publication, shall be implemented for erosion, sediment and turbidity control during and after any ground clearing activities or any other project activities that could result in erosion or sediment discharges to surface water.
- Exposed slopes shall be protected using temporary erosion control blankets, fiber rolls, silt fences, or other approved erosion and sediment controls.
- Erosion prevention and sediment control measures shall be inspected and maintained until disturbed areas are stabilized.
- Disturbed ground surfaces shall be revegetated and monitored for future erosion.
- At the end of each working day, roadways shall be cleaned and swept, and scrap, debris, and waste material shall be collected and disposed of properly.
- Vehicle or equipment cleaning shall be performed with water only, and in a designated, bermed area that shall not allow rinse water to run off-site.
- Maintenance and fueling of construction vehicles and equipment shall be performed in a designated, bermed area or over a drip pan that shall not allow run-on of stormwater or runoff of spills.

- c. *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

LESS THAN SIGNIFICANT IMPACT. As described above, the potential hazards from liquefaction events at the project site are moderate to high, while the potential hazards from landslide events at the project site are low. The proposed project would be engineered and designed based on the Caltrans Seismic Design Criteria, which includes measures for bridge construction to reduce their susceptibility to soil instability. Therefore, impacts associated with seismic-related ground failure, including liquefaction, subsidence, lateral spreading, and landslides would be less than significant.

- d. *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

LESS THAN SIGNIFICANT IMPACT. The northern portion of the project site is located atop soils with a high shrink-swell potential and the southern portion of the project site is located atop soils with a moderate shrink-swell potential. As a result of adherence to the City of Woodland Policy 8.A.3, which requires “appropriate design specification including special slabs where foundations are in areas of expansive soils” as well as Caltrans Bridge Design Specifications, impacts associated with expansive soil would be less than significant.

- e. *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

NO IMPACT. The project does not propose the use or construction of septic tanks or alternative wastewater disposal systems. Such facilities are not needed, as the project would be limited to the construction of the pedestrian overpass. The project would have no impacts on the area’s ability to adequately support the use of septic tanks or alternative waste water disposal systems.

- f. *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. No paleontological resources or unique geologic features are known to exist within the APE. However, should paleontological resources be discovered during project construction, implementation of **Mitigation Measure PALEO-1** would reduce potential impacts to paleontological resources to a less than significant level.

Mitigation Measure PALEO-1: If paleontological resources are encountered during project subsurface construction and no monitor is present, all ground-disturbing activities shall be redirected within 50 feet of the find until a qualified paleontologist can be contacted to evaluate the find and make recommendations. If found to be significant and proposed project activities cannot avoid the paleontological resources, a paleontological evaluation and monitoring plan, as described above, shall be implemented. Adverse impacts to paleontological resources shall be

mitigated, which may include monitoring, data recovery and analysis, a final report, and the accession of all fossil material to a paleontological repository. Upon completion of project ground-disturbing activities, a report documenting methods, findings, and recommendations shall be prepared and submitted to the paleontological repository.

3.8 GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☒	☐	☐
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.8.1 Environmental Setting

Greenhouse gases (GHG) are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. The gases that are widely seen as the principal contributors to human-induced global climate change are:

- Carbon dioxide (CO₂);
- Methane (CH₄);
- Nitrous oxide (N₂O);
- Hydrofluorocarbons (HFC);
- Perfluorocarbons; and
- Sulfur Hexafluoride (SF₆).

Over the last 200 years, humans have caused substantial quantities of GHGs to be released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere and enhancing the natural greenhouse effect, believed to be causing global warming. While manmade GHGs include naturally occurring GHGs such as CO₂, methane, and N₂O, some gases, like HFCs, PFCs, and SF₆ are completely new to the atmosphere.

Certain gases, such as water vapor, are short-lived in the atmosphere. Others remain in the atmosphere for significant periods of time, contributing to climate change in the long term. Water vapor is excluded from the list of GHGs above because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

These gases vary considerably in terms of Global Warming Potential (GWP), a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to another gas. The GWP is based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and length of time that the gas remains in the atmosphere ("atmospheric lifetime"). The GWP of each gas is measured relative to CO₂, the most abundant GHG. The definition of GWP for a particular GHG is the ratio of heat trapped by one unit mass of the GHG to the ratio of heat trapped by one unit mass of CO₂ over a specified time period. GHG emissions are typically measured in terms of pounds or tons of "equivalent carbon dioxide" (CO₂e).

3.8.2 Impact Analysis

- a. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The following section describes the proposed Project's construction- and operational-related GHG emissions and contribution to global climate change.

Short-Term GHG Emissions. Construction activities, such as site preparation, site grading, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, and motor vehicles transporting the construction crew would produce combustion emissions from various sources. During construction of the proposed Project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO₂, CH₄, and N₂O. Furthermore, CH₄ is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

The YSAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are encouraged to quantify and disclose GHG emissions that would occur during construction. Using Roadmod, it is estimated that the Project would generate approximately 400.5 metric tons of CO₂e during construction of the Project. Implementation of **Mitigation Measure AIR-1**, as discussed in Section 3.3.2.b, would reduce construction GHG emissions by limiting construction idling emissions.

Long-Term GHG Emissions. Long-term GHG emissions are those typically associated with area and mobile sources, and indirect emissions from sources associated with energy consumption. According to the YSAQMD's CEQA Handbook, there are no specific thresholds associated with GHG emissions; however, the YSAQMD recommends lead agencies provide a qualitative discussion of GHG emissions associated with proposed Projects. The proposed Project would construct a pedestrian overcrossing to connect new and planned development on the east side of SR-113 with a school, a sports park, and existing residential facilities on the west side of SR-113. Implementation of the proposed Project would create better access and a more pedestrian-friendly environment. The proposed Project would not result in a significant increase in the generation of vehicle trips that would increase air pollutant emissions. In addition, increased pedestrian access would have the potential to reduce the number of vehicle trips between the two areas bridged by the proposed Project. The Project would result in low levels of off-site emissions due to energy generation associated with lighting along the overcrossing. However, these emissions would be minimal and would not exceed the pollutant thresholds established by the YSAQMD. Therefore, the Project would have a less-than-significant impact on the environment related to GHG emissions.

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

LESS THAN SIGNIFICANT. In 2005, Governor Schwarzenegger established California's GHG emissions reduction targets in Executive Order S-3-05. The Executive Order established the following goals for the State of California GHG emissions: reduce to 2000 levels by 2010; reduce to 1990 levels by 2020; and reduce to 80 percent below 1990 levels by 2025.

The California State legislature passed the major initiative for reducing GHG emissions, AB 32, the "Global Warming Solutions Act" in 2006. This aims at reducing GHG emissions to 1990 levels at 427 million metric tons (MMT) of CO₂e by 2020. AB 32 requires the ARB to prepare a Scoping Plan that outlines the main State strategies for meeting the 2020 deadline and to reduce GHGs that contribute to climate change. The Scoping Plan was approved by ARB in 2008, and includes measures to address GHG emissions reduction strategies related to energy efficiency, water use, and recycling and solid waste, among other measures. The Scoping Plan includes a range of GHG reduction actions that may include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms, such as a cap-and-trade system.

In addition to reducing GHG emissions to 1990 levels by 2020, AB 32 directed ARB to identify a list of "discrete early action GHG reduction measures" that can be adopted and made enforceable by January 1, 2010. In 2007, ARB approved a list of 37 early action measures, including three discrete early action measures (Low Carbon Fuel Standard, Restrictions on High Global Warming Potential Refrigerants, and Landfill Methane Capture). Discrete early action measures are measures that are required to be adopted as regulations and made effective by January 1, 2010, the date established by Health and Safety Code Section 38560.5. The ARB adopted additional early action measures in October 2007 that tripled the number of discrete early action measures.

ARB's focus in identifying the early action items was to recommend measures that ARB staff concluded were "expected to yield significant GHG emission reductions, are likely to be cost-effective and technologically feasible". The combination of early action measures is estimated to reduce Statewide GHG emissions by approximately 16 MMT. The early action items focus on industrial production processes, agriculture, and transportation sectors. None of these early action items apply to the proposed Project.

The ARB approved the First Update to the Climate Change Scoping Plan on May 22, 2014. The First Update identifies opportunities to leverage existing and new funds to further drive greenhouse gas emission reductions through strategic planning and targeted low carbon investments. The First Update defines ARB's climate change priorities until 2020, and also sets the groundwork to reach long-term goals set forth in Executive Orders S-3-05 and B-16-2012. The Update highlights California's progress toward meeting the "near-term" 2020 greenhouse gas emission reduction goals as defined in the initial Scoping Plan. It also evaluates how to align the State's "longer-term" greenhouse gas reduction strategies with other State policy priorities for water, waste, natural resources, clean energy, transportation, and land use. ARB recently released a second update to the Scoping Plan, the Draft 2017 Scoping Plan, to reflect the 2030 target set by Executive Order B-30-15.

The City of Woodland adopted the City of Woodland Final 2035 Climate Action Plan (CAP) in May 2017. The City's CAP is aimed at reducing GHG emissions in order to achieve Woodland's GHG targets by 2035. The CAP focused on six areas of analysis:

- Energy
- Transportation and Land Use
- Urban Forest and Open Space
- Water and Solid Waste
- Public Involvement
- Municipal Operations

The proposed Project would not conflict with the City of Woodland's goals for GHG emissions reductions. Additionally, the proposed Project would not conflict with the State goal of reducing GHG emissions and would not conflict with the AB 32 Scoping Plan or the early action measures. The proposed Project would provide new pedestrian and bicycle access between residential, recreational, and educational land uses, which would potentially reduce GHG emissions from vehicle trips in the Project area. The proposed Project would be subject to all applicable permit and planning requirements in place or adopted by the City of Woodland. Therefore, the proposed Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. This impact would be less than significant.

3.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☒	☐	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

3.9.1 Environmental Setting

The parcels immediately surrounding the project site consist of agricultural fields, and a church and school. Future residential development is planned for the parcels east of SR-113, and the Woodland Christian School, located northwest of SR-113, maintains the parcel southwest of SR-113 to accommodate future growth. SR-113, which runs through the center of the proposed project area, is a four-lane state highway that runs north-south from just west of Rio Linda to just south of Yuba City. Within the project limits, both SR-113 and the surrounding parcels remain generally flat in elevation. A drainage ditch runs east-west under SR-113 through the project area.

Asbestos. No materials potentially containing asbestos would be removed or disturbed during project construction

Naturally Occurring Asbestos (NOA). NOA can occur in serpentine. The most common forms of NOA minerals are chrysotile, actinolite, and tremolite. A review of the "General Location Guide for Ultramafic Rocks in California – Areas Likely to Contain Naturally Occurring Asbestos" (DOC DGM 2000) and the "Reported Historic Asbestos Mines, Historic Asbestos Prospects, and Other Natural

Occurrences of Asbestos in California” (USGS & California Geological Survey 2011) indicate that no NOA is mapped on, or in the near vicinity, of the project site.

Aerially Deposited Lead (ADL). The proposed project would disturb soil near SR-113. Though this portion of SR-113 was not built until after 1970, when the phasedown of lead in gasoline had begun, ADL has the potential to be present in the soil at the roadside. No removal of soils from the project site is proposed so soils potentially containing ADL would not be transported to landfill.

Lead-based Paint. No removal or disturbance of roadway striping or any other materials likely to contain lead-based paint is proposed.

Recommendations regarding waste management and worker safety are discussed in response to the following CEQA threshold questions in the Hazards and Hazardous Materials section.

3.9.2 Impact Analysis

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

LESS THAN SIGNIFICANT IMPACT. The project would construct a pedestrian bridge over SR-113, but would not demolish existing streets or sidewalks to do so, and would not export soil from the project site. The project would not introduce or increase any handling, transport, use, or disposal of hazardous materials and would, therefore, have a less-than-significant impact.

- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Hazardous materials (e.g. fuel, lubricant, concrete curing materials) may be used by construction equipment and for proposed project improvements during construction. These materials would be used in accordance with all applicable laws and regulations and, if used properly, would not pose a hazard to people, animals, or plants. All refueling and maintenance of construction vehicles and equipment would occur within the designated staging area for the proposed project. The use of hazardous materials for construction equipment would be temporary and the proposed project would not include a permanent use or source of hazardous materials. Mitigation provided below as well as **Mitigation Measure AIR-1** would reduce potential impacts to a less-than-significant level.

Mitigation Measure HAZ-1: The contractor shall prepare a Spill Prevention and Countermeasure Plan (SPCP) prior to the commencement of construction activities. The SPCP shall include information on the nature of all hazardous materials that would be used on-site. The SPCP shall also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up shall be provided in the SPCP.

Mitigation Measure HAZ-2: The contractor shall provide worker training regarding the potential presence of ADL prior to the commencement of construction activities. The contractor shall provide soap and water and shall require all construction personnel to wash hands prior to eating and prior to leaving the worksite.

- c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. Schools are considered sensitive receptors for hazardous material issues because children are more susceptible than adults to the effects of many hazardous materials. The project is within a quarter mile of one existing school: the Woodland Christian School is located on the northwestern edge of the project site. Because construction and operation activities could potentially involve hazardous materials, the proposed project would have the potential to emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of the existing school. The implementation of **Mitigation Measure HAZ-1** and **Mitigation Measure HAZ-2**, described above, and **Mitigation Measure AIR-1**, described in Section 3.3.2, would prevent any airborne ADL from leaving the project site, and potential impacts would be reduced to a less-than-significant level.

- d. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

NO IMPACT. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Neither an EnviroStor record search nor a GeoTracker map provided any results in or adjacent to the project site. Therefore, implementation of the proposed project would not create a significant hazard to the public or the environment. No impact would occur.

- e. Would the project be located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

NO IMPACT. The nearest public airports are the Watts-Woodland Airport, located approximately 6.3 miles northwest of the project site, and the Sacramento International Airport, located approximately 8.2 miles northeast of the project site. The project site is not located within an airport land use plan or within 2 miles of a public airport or public use airport. No impact would occur.

- f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

LESS THAN SIGNIFICANT IMPACT. The proposed project includes the construction of a pedestrian bridge structure over SR-113. Though construction of the proposed project could result in nighttime lane closures and detours on SR-113, a traffic management plan would be in place to minimize interference with adopted emergency response and evacuation plans. Once complete, the newly

constructed pedestrian bridge crossing over SR-113 would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

NO IMPACT. The project site is surrounded by urban and agricultural development and no wildlands are located in the project vicinity. Therefore, the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. No impact would occur.

3.10 HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☒	☐	☐
iv. Impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

3.10.1 Environmental Setting

The Project site is located within the jurisdiction of the Central Valley Regional Water Quality Control Board (CVRWQCB); which is under the direction of the California State Water Resources Control Board. Under the federal Clean Water Act and the California Porter-Cologne Water Quality Control Act, the CVRWQCB has regulatory responsibility for protecting water quality.

Surface Water. There are no natural surface water features in the city of Woodland, though several exist nearby: the Sacramento River is located two miles to the east of the city; Willow Slough and Putah Creek are located south of the city; and Cache Creek is approximately one-half mile north and northeast of the city. The proposed pedestrian bridge crosses over SR-113. Aquatic features within the review area include three large interconnected drainage ditches.

Water from the nearby Sacramento River, Cache Creek, and Putah Creek supplies Woodland's drinking water. The Woodland-Davis Clean Water Agency has recently implemented a conversion to using Sacramento River water as the primary source of drinking water through the city, reserving groundwater only to fulfill any remaining unmet demands.

Groundwater. The project is located in the Sacramento Valley Groundwater Basin, Yolo Sub-basin. The Yolo Sub-basin roughly follows the Sacramento Valley topography, and drains into the Sacramento-San Joaquin Delta. Elevations range from approximately 400 feet at the base of the Coast Range to the west to nearly sea level in the eastern areas of the sub-basin. It is estimated that water storage below the ground surface ranges from between 20 and 420 feet and that the sub-basin can hold up to 14,038,000 acre-feet.

Floodplain. The Federal Emergency Management Agency (FEMA) issues the Flood Insurance Rate Maps (FIRM) for communities that participate in the National Flood Insurance Program. FEMA FIRM 06113C0445H and 06113C0465H (both last revised in 5/16/2012) provided the limits of the floodplain at the Project site. According to the FIRM, the existing floodplain at the project site is classified as Zone X: Area of Minimal Flood Hazard.

3.10.2 Impact Analysis

- a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*

NO IMPACT. Pursuant to the Porter-Cologne Water Quality Control Act (California Water Code Sections 13000 – 16104), the CVRWQCB prepares and updates the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (Basin Plan) every three years. The most recent update was completed in April 2016. The Basin Plan also includes standards for ground waters in addition to surface waters. The project would comply with the Water Quality Control Plan, and would therefore not violate any water quality standards or regulations.

- b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

NO IMPACT. The project is located in the Sacramento Valley Groundwater Basin, Yolo Sub-basin. Groundwater in this sub-basin is affected by periods of drought as a result of groundwater pumping and less surface water recharge. During construction of the project, water required for dust control would be imported from off-site. Operation of the project would not require water service. Groundwater quality is considered good for agricultural as well as municipal uses. In 2010, groundwater flow direction was estimated to be in a southeasterly direction with a reported gradient of 0.0018 feet per-foot. Depth to water was measured at approximately 14 feet below ground surface. The project would not require digging or excavation at depths where groundwater aquifers used for drinking water occur. Construction contractors would be required to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) and comply with the conditions of the National Pollution Discharge Elimination System (NPDES) general stormwater permit for construction activity. The project would adhere to the SWPPP, comply with the conditions of the NPDES general stormwater permit, and would not require groundwater supplies or interfere substantially with groundwater recharge. As such, this effect would be less than significant.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site;

NO IMPACT. The project would result in additional impervious surfaces. However, the project would not alter the existing drainage pattern of the site, nor would it alter the course of any stream or river. Project design would ensure the existing drainage pattern is maintained and no substantial erosion or siltation on- or off-site would occur. There would be no impact.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

NO IMPACT. The project would result in additional impervious surfaces. However, the project would not alter the existing drainage pattern of the site, nor would it alter the course of any stream or river. Project design would ensure the existing drainage pattern is maintained and no substantial increase in the rate or amount of surface runoff would result in flooding on- or off-site. There would be no impact.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

LESS THAN SIGNIFICANT IMPACT WITH MITIGATION INCORPORATED. Construction contractors would be required to prepare and implement a SWPPP and comply with the conditions of the NPDES general stormwater permit for construction activity. The SWPPP would include implementation of a monitoring program; a Spill Prevention Control and Countermeasures Plan; and a bentonite slurry spill contingency plan. The contractor would be required to obtain a permit from the Central Valley RWQCB detailing a plan to control any spills that would occur during construction. The plan would describe the construction activities to be conducted, BMPs that would be implemented to prevent discharges of contaminated stormwater into waterways, and inspection and monitoring activities that would be conducted. With implementation of mitigation measures HYDRO-1 and HYDRO-2, impacts would be less than significant.

Mitigation Measure HYDRO-1: The City of Woodland shall prepare and implement construction site temporary BMPs in compliance with the provisions of the NPDES Permit and any subsequent permit pertaining to construction of the proposed Project. The County shall submit a Notice of Construction to the CVRWQCB at least 30 days prior to the commencement of construction and shall submit a Notice of Termination to the CVRWQCB upon completion of the proposed Project. The temporary BMPs shall be installed prior to commencement of any construction activities and shall be in place for the duration of the construction period. The removal of the BMPs shall be the final operation, along with the Project site cleanup.

Mitigation Measure HYDRO-2: A SWPPP shall be prepared by the contractor in accordance with typical provisions associated with a Regional General Permit for Construction Activities (on file with the CVRWQCB). The SWPPP shall contain a Spill Response Plan with instructions and procedures for reporting spills, the use and location of spill containment equipment, and the use and location of spill collection materials. Implementation of the SWPPP shall minimize effects to aquatic resources, surrounding habitat, and species that use the area from potential spills associated with construction activities.

iv. Impede or redirect flood flows?

NO IMPACT. The project is located in an area delineated as Zone X: Area of Minimal Flood Hazard according to FEMA National Flood Hazard Layer. The proposed Project would not alter the existing drainage pattern of the site, nor would it alter the course of any stream or river. Additional impervious surfaces constructed as part of the project would not impede or redirect flood flows. No impact would occur.

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

NO IMPACT. The project includes the construction of a pedestrian bridge and is not subject to tsunami risk, as the project site is at a great distance from any ocean. Levees along Putah Creek and the Yolo Bypass protect the project area from exposure to seiches. The levees were designed and engineered to withstand seismic activity, including the potential for seiches. The project area is in an area delineated as Zone X: Area of Minimal Flood Hazard. The project would not risk release of pollutants due to project inundation and there would be no impact.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

NO IMPACT. As discussed above, the project would comply with the Water Quality Control Plan, SWPPP, and NPDES permit. The project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. No impact would occur.

3.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.11.1 Environmental Setting

The proposed project is located on the east and west sides of SR-113 along the southern city limits of Woodland. Land uses surrounding the project site include school, church, residential, and agricultural uses.

3.11.2 Impact Analysis

a. Would the project physically divide an established community?

NO IMPACT. The proposed project would not divide an established community as the project includes construction of a new pedestrian overcrossing. The project would in fact provide new connections between communities in Woodland. Therefore, the proposed project would have no impacts associated with the division of an established community.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

NO IMPACT. The proposed project is located within the Spring Lake Specific Plan, adopted December 18, 2001. The proposed project would not alter any land uses and would therefore not conflict with the Spring Lake Specific Plan. There would be no impact.

3.12 MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

3.12.1 Environmental Setting

Minerals are any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances including, but not limited to, coal, peat and oil bearing rock, but excluding geothermal resources, natural gas and petroleum. Rock, sand, gravel, and earth are also considered minerals by the California Department of Conservation when extracted by surface mining operations. According to the Woodland General Plan EIR, the project area is not located in a Mineral Resource Area (City of Woodland 2017a). No mines are located on or in the vicinity of the project site.

3.12.2 Impact Analysis

- a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact. The proposed project is not located in a Mineral Resource Area, nor is one located near the site. Therefore, the proposed project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. No impact would occur.

- b. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No Impact. No mineral resource recovery sites near the project area are delineated in the City of Woodland General Plan. No mines are located on or in the vicinity of the project site. Implementation of the proposed project would not result in the loss of such locally-important mineral resources. No impact would occur.

3.13 NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.13.1 Environmental Setting

A project would normally have a significant effect on the environment related to noise if it would substantially increase the ambient noise levels for adjoining areas or conflict with the adopted environmental plans and goals of the community in which it is located. The applicable noise standards governing the Project site are the criteria in the City General Plan Noise Element and the Noise Ordinance. Noise impacts can be described in three categories. The first is audible impacts that increase noise levels noticeable to humans. Audible increases in noise levels generally refer to a change of 3.0 decibels (dB) or greater since this level has been found to be barely perceptible in exterior environments. The second category, potentially audible, is the change in the noise level between 1.0 and 3.0 dB. This range of noise levels has been found to be noticeable only in laboratory environments. The last category is changes in noise level of less than 1.0 dB, which are inaudible to the human ear. Only audible changes in existing ambient or background noise levels are considered potentially significant. For the purpose of this analysis, the proposed Project would create a significant noise impact if the Project-related noise increase at an existing sensitive receptor is greater than 3 dB and the resulting noise level is greater than the standards cited below or if the Project-related increase in noise is greater than 5 A-weighted decibels (dBA) (a measurement of sound that accounts for the sensitivity of the average human ear), yet the resulting noise levels are within the applicable land use compatibility standards for the sensitive use.

Certain land uses are considered more sensitive to noise than others. Examples of these include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. An entitled development (Calwest III and IV), which commenced construction in summer 2019, will develop single-family residential units, as close as 160 feet from the Project site. Existing single-family residential units are approximately 330 feet from the Project site and Woodland Christian School is approximately 530 feet from the Project site.

The primary existing noise sources contributing to ambient noise in the Project area are traffic associated with SR-113 and other noise from motor vehicles generated by engine vibrations, the interaction between the tires and the road, and vehicle exhaust systems.

The City of Woodland's Safety Element of the General Plan (City of Woodland 2017a) contains goals and policies that strive to achieve an acceptable noise environment for the environmental, health, and safety needs of Woodland residents and workers. The City of Woodland also addresses noise in Section 15-26 of the Municipal Code (City of Woodland 2017b) and Construction Noise Guidelines (City of Woodland n.d.), which set allowable hours for construction activity. According to the Municipal Code and Construction Noise Guidelines, construction shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays.

3.13.2 Impact Analysis

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The following section addresses the short-term construction and long-term operational noise impacts of the proposed Project.

Short-Term (Construction) Noise Impacts. Project construction would result in short-term noise impacts on the nearby sensitive receptors and would require pile driving. Maximum construction noise would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of noise impacts generally would be from one day to several days depending on the phase of construction. The level and types of noise impacts that would occur during construction are described below.

Short-term noise impacts would occur during grading and site preparation activities. Table 3 lists typical construction equipment noise levels (L_{max}) recommended for noise impact assessments, based on a distance of 50 feet between the equipment and a noise receptor, obtained from the Federal Highway Administration (FHWA) Roadway Construction Noise Model. Construction-related short-term noise levels would be higher than existing ambient noise levels currently in the Project area but would no longer occur once construction of the Project is completed.

Table 3: Noise Emission Reference Levels and Usage Factors

Equipment Description	Acoustical Usage Factor ¹	Predicted L _{max} at 50 feet (dBA, slow) ²	Actual Measured L _{max} at 50 feet (dBA, slow) ³
All Other Equipment > 5 HP	50	85	N/A ⁴
Backhoe	40	80	78
Chain Saw	20	85	84
Compactor (ground)	20	80	83
Concrete Batch Plant	15	83	N/A
Concrete Mixer Truck	40	85	79
Concrete Pump Truck	20	82	81
Crane	16	85	81
Dump Truck	40	84	76
Excavator	40	85	81
Flat Bed Truck	40	84	74
Front-End Loader	40	80	79
Generator	50	82	81
Impact Pile Driver	20	95	101
Man Lift	20	85	75
Paver	50	85	77
Pickup Truck	40	55	75
Pneumatic Tools	50	85	85
Pumps	50	77	81
Roller	20	85	80
Tractor	40	84	N/A
Vacuum Excavator (Vac-Truck)	40	85	85
Vacuum Street Sweeper	10	80	82
Ventilation Fan	100	85	79
Vibrating Hopper	50	85	87
Vibratory Concrete Mixer	20	80	80
Vibratory Pile Driver	20	95	101
Welder/Torch	40	73	74

Source: FHWA Highway Construction Noise Handbook, Table 9.1 (FHWA 2006).

Note: Noise levels reported in this table are rounded to the nearest whole number.

¹ Usage factor is the percentage of time during a construction noise operation that a piece of construction equipment is operating at full power.

² Maximum noise levels were developed based on Specification (Spec.) 721.560 from the Central Artery/Tunnel (CA/T) program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.

³ The maximum noise level was developed based on the average noise level measured for each piece of equipment during the CA/T program in Boston, Massachusetts.

⁴ Since the maximum noise level based on the average noise level measured for this piece of equipment was not available, the maximum noise level developed based on Spec 721.560 would be used.

dBA = A-weighted decibels

L_{max} = maximum instantaneous noise level

CA/T = Central Artery/Tunnel

N/A = not applicable

HP = horsepower

Two types of short-term noise impacts could occur during construction of the proposed Project. The first type involves construction crew commutes and the transport of construction equipment and materials to the site, which would incrementally increase noise levels on roads leading to the site. As shown in Table 3, there would be a relatively high single-event noise exposure potential at a maximum level of 84 dBA L_{max} with trucks passing at 50 feet.

The second type of short-term noise impact is related to noise generated during excavation, grading, and construction on the Project site. Construction is performed in discrete steps, or phases, each with its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on site. Therefore, the noise levels vary as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase.

Table 3 lists maximum noise levels recommended for noise impact assessments for typical construction equipment, based on a distance of 50 feet between the equipment and a noise receptor. Typical maximum noise levels range up to 87 dBA L_{max} at 50 feet during the noisiest construction phases and up to 95 dBA L_{max} at 50 feet if pile driving is used. The site preparation phase, including excavation and grading of the site, tends to generate the highest noise levels because earthmoving machinery is the noisiest construction equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full-power operation followed by 3 or 4 minutes at lower power settings.

Although not built yet, residential units that will be part of the entitled CalWest III and IV developments will be as close as 160 feet from construction activities. These sensitive receptors would be exposed to an increase in short-term noise levels during project construction, which could reach 76.9 dBA L_{max} without pile driving activities and 84.9 dBA L_{max} during pile driving activities. Existing single-family residential units are located along Hoffman Street, approximately 330 feet west of the Project site. These sensitive receptors could be exposed to construction noise levels without pile driving activities reaching 70.6 dBA L_{max} and 78.6 dBA L_{max} during pile driving activities. Finally, Woodland Christian School would be located approximate 530 feet from the Project site and could be exposed to construction noise levels reaching 66.5 dBA L_{max} without pile driving activities and 74.5 dBA L_{max} during pile driving activities.

Construction noise is permitted by the Municipal Code and Construction Noise Guidelines when activities occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays. The City's Municipal Code does not include any maximum noise level standards for construction noise. As discussed above, construction noise would result in a temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project. Implementation of the following mitigation measure for Project construction would reduce potential construction period noise impacts for the indicated sensitive receptors to less-than-significant levels.

Mitigation Measure NOI-1: The Project contractor shall implement the following measures during construction of the Project:

- Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

- Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active Project site.
- Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active Project site during all Project construction.
- Ensure that all general construction related activities are restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays. If the City determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, and if the City shall further determine that loss or inconvenience would result to any part in interest, the City may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, upon application being made at the time the permit for the work is awarded or during the progress of the work.
- Designate a “disturbance coordinator” who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler) and shall determine and implement reasonable measures warranted to correct the problem.

Implementation of Mitigation Measure NOI-1 would limit construction activities to the less noise-sensitive periods of the day and would reduce construction impacts to a less-than-significant level.

Operational Noise Impacts. Operation of the pedestrian overcrossing would not result in exposure of persons to or generation of noise levels in excess of standards established in the General Plan or Noise Ordinance, since the Project is not expected to generate substantial vehicular traffic or other operational noise. Talking associated with the pedestrians or bicyclists may generate noise intermittently while using the trail; however, this noise level would not generate noise levels that would exceed the applicable standards. Therefore, the proposed Project would not expose persons to noise levels in excess of local standards. This impact would be considered less than significant.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

LESS THAN SIGNIFICANT. Vibration refers to groundborne noise and perceptible motion. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors. Vibration energy propagates from a source, through intervening soil and rock layers, to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by the occupants as

the motion of building surfaces, rattling of items on shelves or hanging on walls, or as a low-frequency rumbling noise. The rumbling noise is caused by the vibrating walls, floors, and ceilings radiating sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of groundborne vibration are construction activities (e.g., pavement breaking and operating heavy-duty earthmoving equipment), and occasional traffic on rough roads. In general, groundborne vibration from standard construction practices is only a potential issue when within 25 feet of sensitive uses. Groundborne vibration levels from construction activities very rarely reach levels that can damage structures; however, these levels are perceptible near the active construction site. With the exception of old buildings built prior to the 1950s or buildings of historic significance, potential structural damage from heavy construction activities rarely occurs. When roadways are smooth, vibration from traffic (even heavy trucks) is rarely perceptible.

The streets surrounding the Project area are paved, smooth, and unlikely to cause significant groundborne vibration. In addition, the rubber tires and suspension systems of buses and other on-road vehicles make it unusual for on-road vehicles to cause groundborne noise or vibration problems. It is, therefore, assumed that no such vehicular vibration impacts would occur and, therefore, no vibration impact analysis of on-road vehicles is necessary. Additionally, once constructed, the proposed Project would not contain uses that would generate groundborne vibration.

Construction Vibration. This construction vibration impact analysis discusses the level of human annoyance using vibration levels in vibration velocity decibels (VdB) and will assess the potential for building damages using vibration levels in peak particle velocity (PPV) (in/sec) because vibration levels calculated in root-mean-square (RMS) are best for characterizing human response to building vibration, while vibration level in PPV is best used to characterize potential for damage. The Federal Transit Authority (FTA) provides threshold limits for building damage and human response to groundborne vibrations associated with construction activities.¹ The threshold limit, for building damage, for Non-engineered timber and masonry buildings is 94 VdB. Vibration levels reaching 75 VdB, according to the FTA, is the approximate dividing line between barely perceptible and distinctly perceptible in humans.

Table 4 shows the PPV and VdB values at 25 feet from a construction vibration source. As shown in Table 4, bulldozers and other heavy-tracked construction equipment (except for pile drivers and vibratory rollers) generate approximately 87 VdB of groundborne vibration when measured at 25 feet, based on the Transit Noise and Vibration Impact Assessment. At this level, groundborne vibration would result in potential annoyance to residences and workers, but would not cause any damage to the buildings. Construction vibration, similar to vibration from other sources, would not have any significant effects on outdoor activities (e.g., those outside of residences and school uses in the Project vicinity). Construction of the overcrossing is expected to use a pile driver for the bridge

¹ *Transit Noise and Vibration Impact Assessment Manual*, U.S. Department of Transportation Federal Transit Administration, September 2018, Table 5-5 pg. 120 and Table 7-5 pg. 186.

footings. Pile drivers generate approximately 104 VdB of groundborne vibration when measured at 25 feet, as shown in Table 4. At this level, groundborne vibration would have the potential to cause damage to nearby buildings. The distance to the nearest buildings for vibration impact analysis is measured between the nearest off-site buildings and the Project boundary (assuming the construction equipment would be used at or near the Project boundary) because vibration impacts occur normally within the buildings. The formula for vibration transmission is provided below.

$$L_{vdB}(D) = L_{vdB}(25\text{ ft}) - 30 \log(D/25)$$

$$PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$$

Table 4: Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/L _v at 25 feet	
	PPV (in/sec)	L _v (VdB) ^a
Pile Driver (Impact), Typical	0.644	104
Pile Driver (Sonic), Typical	0.170	93
Vibratory Roller	0.210	94
Hoe Ram	0.089	87
Large Bulldozer ^b	0.089	87
Caisson Drilling	0.089	87
Loaded Trucks	0.076	86
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Source: *Transit Noise and Vibration Impact Assessment* (Federal Transit Administration 2006).

^a RMS vibration velocity in decibels (VdB) is 1 μin/sec.

^b Equipment shown in **bold** is expected to be used on site.

μin/sec = micro-inches per second

in/sec = inches per second

L_v = velocity in decibels

PPV = peak particle velocity

VdB = vibration velocity decibels

For typical construction activity, the equipment with the highest vibration generation potential is the impact pile driver, which would generate 104 VdB at 25 feet. Single-family residential structures that will be part of the CalWest III and IV development would be approximately 160 feet from the Project site and could be exposed to vibration levels from impact pile drivers reaching up to 80 VdB. Existing residential units and Woodland Christian School are approximately 330 feet and 530 feet from the Project site, respectively, and could be exposed to vibration levels during impact pile driver activities reaching 70.5 VdB and 64.3 VdB, respectively. Such vibration levels would not exceed the FTA threshold of 94 VdB for building damage. Groundbourne vibration impacts experienced at nearby sensitive receptors would be considered barely perceptible to people, based on the FTA's "barely perceptible" human response criteria of 75 VdB for vibration exposure. Therefore, groundborne vibration impacts from Project-related construction activities would be considered less than significant.

- c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

NO IMPACT. The proposed Project is not located within the vicinity of a private airstrip or 2 miles of a public or public use airport. The closest private airstrip is Medlock Field, approximately 2.5 miles south of the project site. The nearest airports are the Watts-Woodland Airport, located approximately 6.3 miles northwest of the project site, and Sacramento International Airport, located approximately 8.4 miles west of the Project site. Aircraft flyover noise is occasionally audible at the Project site; however, no portion of the Project site lies within the 65 dBA community noise equivalent level noise contours of any public airport nor does any portion of the Project site fall within 2 miles of any private airfield or heliport. Therefore, there would be no impact related to noise levels from aviation sources.

3.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.14.1 Environmental Setting

The project site is located along the southern city limits of the City of Woodland. Proximate land uses include Agriculture and Specific Plan. Within the Spring Lake Specific Plan, land uses are School, Residential, Park, and Neighborhood Commercial. The proposed project straddles two Census Tracts: 112.04 and 112.06. The 2012-2016 American Community Survey 5-Year Estimates indicate a population of 5,425 people within Census Tract 112.04 and 8,143 people within Census Tract 112.06 (U.S. Census Bureau 2016a). The City of Woodland has an estimated total of 57,552, and Yolo County has an estimated population of 209,671 people. Data from the 2012-2016 American Community Survey 5-Year Estimates reported that Census Tract 112.04 had a total of 1,869 occupied housing units, of which 1,362 were owner occupied units and 507 were renter occupied units (U.S. Census Bureau 2016b). Census Tract 112.06 had a total of 2,665 occupied housing units, of which 1,895 were owner occupied units and 575 were renter occupied units (U.S. Census Bureau 2016b).

3.14.2 Impact Analysis

- a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

NO IMPACT. The proposed project would construct a new pedestrian overcrossing over SR-113 along the southern edge of the City of Woodland. The purpose of the project is to increase pedestrian access between planned and existing new development on the east side of SR-113 with existing schools, recreational facilities, retail, and residential areas west of SR-113. The proposed project would not directly induce population growth in the Woodland area as it does not include the development of new homes or businesses. Though the project is designed to accommodate planned growth in the City of Woodland General Plan, the project would not increase housing, jobs, or vehicle access. Therefore, the proposed project would not induce substantial unplanned population growth in the project area. There would be no impact.

- b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

NO IMPACT. The proposed project would construct a pedestrian overpass over SR-113. There are no housing units in the project area. Implementation of the proposed project would not displace any people or housing units, and would not necessitate the construction of replacement housing elsewhere. No impact would occur.

3.15 PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒

3.15.1 Environmental Setting

The project site is located along the city limits of the City of Woodland and public services are described below.

3.15.1.1 Fire Protection

The Woodland Fire Department provides emergency services within the City of Woodland and the Springlake Fire Protection District, including the project area. The Woodland Fire Department staffs three fire engines, a ladder truck, and a shift Battalion Chief. The Department is staffed every day of the year with a minimum of 13 operational personnel. The Department responds to more than 7,500 calls for service annually and is responsible for just over 56 square miles. The closest station to the project site is Fire Station 2, located at 1619 West Street in Woodland. Fire Station 1 is located about 1.3 miles north of the project site.

3.15.1.2 Law Enforcement

The Woodland Police Department provides law enforcement services to the City of Woodland. The Department headquarters are located at 1000 Lincoln Avenue, about 1.5 miles northwest of the project site. In addition to the Office of the Chief, the Department has a Community Relations Bureau, Investigations Bureau, Support Services Bureau, Specialty Assignments Bureau, and Patrol Bureau. The Patrol Bureau consists of 1 Lieutenant, 6 Sergeants, 4 Corporals, 24 Patrol Officers, 2 K-9 officers, and 2 Community Services Officers.

3.15.1.3 School

In the project area, the Woodland Joint Unified School District maintains educational facilities for students from kindergarten through twelfth grade, as well as adult education. These facilities include 12 elementary schools, two middle schools, three high schools, and adult education.

The schools nearest to the project area are Woodland Prairie Elementary School, about 0.7 mile north of the project site, Pioneer High School, about 0.7 mile northeast of the project site, and the private Woodland Christian School, which borders the project site on the northwest side.

3.15.1.4 Parks

The City of Woodland has 27 park facilities maintained by the City's Parks and Urban Forestry Division. These include more than 394 acres of parks and recreation facilities, including 149 acres of developed parkland and 24 acres of other facilities. There are 24 mini neighborhood and community parks, a community sports park, a 50-meter aquatics complex, and six recreational facilities, including the 13-acre Woodland Community and Senior Center. The Woodland Community and Senior Center, which includes the Woodland Sports Complex and Woodland Off Leash Dog Park, is approximately 1,000 feet to the west of the project site. Spring Lake Park is approximately 2,000 feet to the east of the project site.

3.15.2 Impact Analysis

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i, ii, iii, iv. Fire protection, Police protection, Schools, and Parks?

NO IMPACT. The proposed project would construct a pedestrian overpass over SR-113. Though the project would increase pedestrian and bicycle access to the facilities in the project area, particularly the Woodlake Community and Senior Center and its associated facilities, it would not increase vehicle access or population in the project area. The proposed project would not increase demand for public services, nor degrade the quality of existing public services. During construction, the construction contractor would coordinate with emergency service providers to ensure that construction activities would not impair emergency response times. During operation, the proposed project could improve traffic circulation by reducing vehicle trips to and from park, school, retail, and residential areas on either side of SR-113. The project would have no adverse impact to public services including fire and police protection, schools, and parks.

v. Other public facilities?

NO IMPACT. Public parking in the project area, if considered a public facility, could be temporarily impacted by the project's construction. However, plentiful additional street parking is available in the surrounding area, and local facilities such as the Woodland Christian School and the Woodland Community and Senior Center have their own parking. No impacts to parking would occur. Therefore, the project would have no impacts on other public facilities.

3.16 RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.16.1 Environmental Setting

The City of Woodland has 27 park facilities maintained by the City's Parks and Urban Forestry Division. These 394 acres of parks and recreation facilities include 149 acres of developed parkland and 24 acres of other facilities. There are 24 mini neighborhood and community parks, a community sports park, a 50-meter aquatics complex, and six recreational facilities, including the 13-acre Woodland Community and Senior Center. The Woodland Community and Senior Center, which includes the Woodland Sports Complex and Woodland Off-Leash Dog Park, is approximately 1,000 feet to the west of the project site. Spring Lake Park is approximately 2,000 feet to the east of the project site (City of Woodland 2018).

3.16.2 Impact Analysis

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

LESS THAN SIGNIFICANT IMPACT. The proposed project would construct a pedestrian bridge crossing over SR-113. Though the project would increase pedestrian and bicycle access to the facilities in the project area, particularly the Woodlake Community and Senior Center and its associated facilities, it would not increase vehicle access or population in the project area. Increased access would be limited to mostly existing local users for whom vehicle trips would be reduced. Impacts would be less than significant.

- b. *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

NO IMPACT. Recreational facilities would not be included as part of the project, and the expansion of an existing recreational facility would not be required. No impact would occur.

3.17 TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	☐	☒
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☒	☐

3.17.1 Environmental Setting

Existing conditions within the project area include three major roadways—SR-113, a four-lane freeway, Sports Park Drive, a two lane collector road, and Matmor Road, a two lane collector road. All other roads in the project area are local roads; some roads are planned but not completed on the east side of the project area. East Street and Gibson Road, both approximately 0.5 mile from the project site, provide access to the City of Woodland as well as SR-113 via the Gibson Road interchange.

Existing bus service, facilities and ridership in the study area includes local and regional bus service (provided by the Yolo County Transportation District, also referred to as YoloBus), which operates twelve fixed routes in the City of Woodland. The ten routes operating near the project area are the 42A, 42B, 45, 209, 210, 211, 212, 214, 215, and 242. Ridership is high for routes 42A and 42B, which provide service between Woodland, Davis, West Sacramento, and Downtown Sacramento. Route 215, which provides service between Woodland and Cache Creek Casino Resort, also has high ridership. Stops for these routes are along Gibson Road to the north and East Street to the west of the project area, both 0.5 mile away from the project site. Regional bus lines such as Greyhound use the Downtown Sacramento station, which is about fourteen miles east of the project area.

Two rail lines operate within the project area—the California Northern Railroad and the Union Sierra Northern Railway. However, no passenger Stations or freight depots are within the project area. Truck traffic is allowed on SR-113 within the project area, as well as East Street and Gibson Road just outside the project area.

The proposed project would construct a pedestrian bridge crossing over SR-113. This overpass would not require the removal of any existing streets, sidewalks, or bicycle lanes. Construction of the proposed project would include some nighttime lane closures on SR-113.

3.17.2 Impact Analysis

- a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

NO IMPACT. The proposed project does not conflict with any plans, ordinances, or policies addressing the circulation system. The project would provide new circulation facilities for non-motorized travel, as discussed above. No impact would occur.

- b. Would the project conflict with or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?*

NO IMPACT. With increased pedestrian and bicycle access to schools, parks, and residential areas, the project would encourage alternative transportation, potentially leading to a reduction of cars on the road; thus generating less GHGs. The project would not result in additional vehicle miles traveled but rather would reduce vehicle miles traveled by providing bicycle and pedestrian access. No impact would occur.

- c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

NO IMPACT. The proposed project would construct a pedestrian overpass over SR-113. There would be no incompatible uses, as the overpass would be for pedestrians and bicycles only, and there would be no design features that would introduce or increase hazards. No impact would occur.

- d. Would the project result in inadequate emergency access?*

LESS THAN SIGNIFICANT IMPACT. The proposed project would generally provide an improvement over current pedestrian, bicycle, and vehicle conditions, as described above. Though construction could temporarily result in inadequate emergency access during false work erection and removal across SR-113, any detour around these lane closures would add minimal delays (it would be approximately 0.2 mile longer to travel on surface streets from Country Road 25A, south of the proposed project, to Gibson Road, north of the proposed project, than it would be to drive on SR-113), allowing adequate emergency access.

3.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

3.18.1 Environmental Setting

AB 52, a new state law recently (2014) signed by the governor, amended CEQA to require Tribal Cultural Resources to be considered as potentially significant cultural resources under the CEQA environmental review process. The new procedures under AB 52 offer the tribes an opportunity to take an active role in the CEQA process in order to protect tribal cultural resources. Much of the following discussion is in the Cultural Resources Section, above.

Consultation with the Native American Heritage Commission occurred on November 20, 2017, and the results indicated that a records search of the Sacred Lands File had negative results for Native American cultural resources within the project Area, but noted that “the absence of specific site information in the *Sacred Lands File* does not indicate the absence of Native American cultural resources in any APE.” Additionally, the NAHC provided three local Native American Tribe representatives who may have information or concerns regarding the project

As discussed in the Cultural Resources Section, LSA assisted the City with AB 52 consultation. On March 2, 2018, LSA sent letters with maps depicting the APE/Permit Area to the following Native American contacts on the AB 52 list provided by the City. Three of the recipients are also on the NAHC list. The letters served to initiate consultation pursuant to AB 52 and to elicit input or concern. With no responses received within two weeks, on March 21, 2018, LSA made follow-up telephone calls to ensure the letters were received. Of the five Native American Tribe representatives

contacted, all but one responded. These representatives stated that their tribes had no comments regarding the project.

3.18.2 Impact Analysis

- a. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*
 - i. *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or*
 - ii. *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

LESS THAN SIGNIFICANT WITH MITIGATION As described in the Cultural Resources Section, research was conducted to determine if sensitive historical or Native American sites were located within the APE or surrounding the project site. Of the ten resources identified in the vicinity of the project, only one, Farmer's Central Canal, is within the project site. This resource was once a canal but has been since filled in. This resource has not been evaluated for the National Register, California Register, or Local designation.

The possibility exists that previously unknown buried archaeological deposits could be discovered during grading and excavation work associated with construction. Prehistoric materials can include flaked-stone tools (e.g., projectile points, knives, choppers) or obsidian, chert, basalt or quartzite tool making debris; bone tools; culturally darkened soil (e.g., midden soil often containing heat-affected rock, ash and charcoal, shellfish remains, faunal bones, and cultural materials); and stone milling equipment (e.g., mortars, pestles, handstones). Prehistoric archaeological sites often contain human remains. Historical materials can include wood, stone, concrete, or adobe footings, walls and other structural remains; debris-filled wells or privies; and deposits of wood, glass, ceramics, metal and other refuse. Implementation of **Mitigation Measure CULT-1** would reduce impacts to previously undiscovered resources to a less than significant level.

No human remains are known to exist within the APE. Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of Woodland has determined whether or not the remains are subject to the Coroner's authority. There is no indication that human remains are present within the project site. Implementation of **Mitigation Measure CULT-2** would ensure that potential impacts to human remains, should they be encountered, would be reduced to a less than significant level.

3.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

3.19.1 Environmental Setting

The project site is located in an urban area of Woodland where utilities are available. Woodland is within the jurisdiction of Region 5S of the CVRWQCB.

The path and overpass will be located south of an existing 30-inch water main. The approach embankment to the overcrossing will provide a minimum 10-foot clearance to the water line. The existing drainage ditch on the west side of the freeway will not be impacted. The drainage ditch on the east side of the freeway is planned to be replaced with a storm drainage system with the development currently underway.

3.19.1.1 Water

The City of Woodland Public Works Department currently provides municipal water to residents and businesses. Treated Sacramento River water supplied by the Woodland-Davis Clean Water Agency's Regional Water Treatment Facility is the primary source of drinking water. Woodland has a dedicated capacity of 18 million gallons per day (mgd) of supply from the water treatment plant and an additional 2,000,000 gallons of storage and a dedicated 4 mgd pump to supplement this supply at the Regional Water Treatment Facility. The City has an additional 3,500,000 gallons of storage and another 4 mgd of pumping capacity at the ground level tank.

Woodland continues to operate several groundwater wells located throughout the city to supplement surface water supplies. Of the 18 wells owned and operated by the City, 70 percent

have been in operation for 30 years or longer. The typical life of a well is between 30 and 50 years. Several of the older wells are planned to be converted to landscape irrigation or destroyed in the near future. Woodland implemented an Aquifer Storage and Recovery (ASR) program beginning in fall 2016, which will further improve groundwater supplies in Woodland.

The City has planned for the use of ASR wells to store treated surface water from excess supply in winter months to supplement supply in peak demand summer months and to prepare for future drought conditions. One ASR well was completed in 2013 and two additional wells were completed in 2017.

Ultimately, five ASR wells are planned for the system. Groundwater is a backup to the surface water supply and will supplement surface water during times of high demand or reduced surface water availability.

3.19.1.2 Wastewater

The City's Department of Public Works owns 180 miles of sanitary sewer piping servicing approximately 15,000 lateral connections. The average lateral is 40 feet in length, translating to approximately 106 miles of sanitary sewer laterals within the sewer collection system. The collection system conveys an average of 4.5 million gallons of wastewater per day to the City Water Pollution Control Facility. The sewer collection system includes three lift stations. Spring Lake and Gibson Ranch lift stations serve developments in the southern part of the City, and one influent pump station delivers flow into the headworks of the Water Pollution Control Facility.

The City of Woodland prepared a Sanitary Sewer System Management Plan (SSSMP), certified by the City Council on June 16, 2009. The plan was subsequently submitted to the State Water Resource Control Board, and the requirements of the report were implemented by staff. The SSSMP was re-certified in 2015. Per the 2015 SSSMP, no sewer gravity mains are in or adjacent to the project area.

3.19.1.3 Solid Waste

Solid waste and yard waste collection and disposal and curbside recycling in Woodland are provided by a franchise agreement with Waste Management, with disposal and material processing at Yolo County Central Landfill. According to the Yolo County Integrated Waste Management Plan, as of 2012, the landfill had approximately 79 years of disposal capacity.

3.19.1.4 Power

Pacific Gas and Electric provides energy (electricity and natural gas) to the city of Woodland and has high voltage powerlines in the city.

3.19.2 Impact Analysis

- a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

LESS THAN SIGNIFICANT IMPACT. During construction activities at the project site, water associated with dust controlling activities would be expected to be used in minimal amounts. The water that would be used during construction would be trucked in and housed in a water truck at construction staging areas at the project site. Any wastewater that is generated at the project site during construction would be hauled off-site to the city's Water Pollution Control Facility for processing. The proposed project would require water and would generate wastewater only during construction. The amount of water required and wastewater anticipated to be generated during construction would be minimal and would occur on a temporary basis for the duration of construction activities. No new water treatment or wastewater treatment facilities would have to be developed in association with development of the proposed project. Operation of the proposed project would not result in any new residences or businesses, and would therefore not impact wastewater treatment.

The existing drainage ditch on the west side of the freeway would not be impacted. The drainage ditch on the east side of the freeway is planned to be replaced with a storm drainage system with the planned residential and mixed-use development currently underway east of SR-113 near the project area. The project would not require the construction or expansion of any new storm water drainage facilities.

The proposed Project would include pedestrian lighting on the overcrossing. This would require connection to electrical power; however, such facilities would not cause significant effects. No alterations to natural gas or telecommunication facilities would occur. Impacts would be less than significant.

- b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*

NO IMPACT. Water for dust control operations would be imported from off-site. No further water supplies would be required to serve the proposed project, and operation would not require water service. As such, no impacts would occur.

- c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

NO IMPACT. During construction of the proposed project, workers on-site would generate a nominal amount of wastewater. Any amount of wastewater generated by construction workers would be hauled and treated off-site. No impacts would occur to wastewater treatment

requirements, nor would new wastewater facilities or sewage systems need to be constructed. Operations would have no impact on wastewater. The project would have no impact.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

LESS THAN SIGNIFICANT IMPACT. The State of California has set a goal of 75 percent recycling, composting or source reduction of solid waste by 2020. The City of Woodland General Plan 2035 Policy 5.J.7 states “Promote solid waste reduction, recycling, and composting to Woodland residents and business as an important way to conserve limited natural resources. Encourage businesses to use recycled products in their manufacturing processes and consumers to buy recycled products”. The City’s Climate Action Plan identifies an objective to reduce solid waste emissions through solid waste reduction and waste processing improvements. The proposed project would temporarily generate construction and demolition debris during construction as the new bridge is developed. Construction-related solid waste generated by the proposed project would include wood and concrete debris, inert materials, and mixed municipal from construction workers on the project site. Once operational, the proposed project would not generate solid waste. The amount of solid waste that would be generated during construction of the proposed project would be minimal compared to the existing daily intake at the Yolo County Central Landfill. The landfill would be able to intake material from the project site during the temporary construction period and would still have remaining daily intake capacity to serve other solid waste disposal requirements. Considering that solid waste would be generated during construction only, and no solid waste would be generated during the operation of the project, solid waste reduction goals and disposal operations at Yolo County Central Landfill would not be impacted by the proposed project. Therefore, impacts would be less than significant.

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

NO IMPACT. The proposed project would comply with Federal, State, and local management and reduction statutes and regulations related to solid waste. No impact would occur.

3.20 WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.20.1 Environmental Setting

The proposed project is located on the east and west sides of SR-113 along the southern city limits of Woodland. The surrounding area is topographically flat and includes residential and agricultural development. According to the California Department of Forestry and Fire Protection, the project site is located in an urbanized unzoned area and is not within a high fire hazard severity zone.

3.20.2 Impact Analysis

- a. *Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?*

LESS THAN SIGNIFICANT IMPACT. Construction of the project would require temporary lane closures along SR-113 and may result in temporary traffic delays. However, a traffic management plan would be implemented to ensure emergency access is maintained and to minimize impacts to emergency response and evacuation. Once operational, the project would not impact any adopted emergency response plan or emergency evacuation plan. Less than significant impact would occur.

- b. *Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

NO IMPACT. The Project vicinity is generally flat and largely developed. The Project site is not located in an area identified as a high fire hazard severity zone. The Project would not exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations. No impact would occur.

- c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*

LESS THAN SIGNIFICANT IMPACT. The proposed Project would include the construction of a pedestrian overcrossing in a developed area near Woodland. The existing area includes roads, power lines and other utilities. Any expansion of power lines to provide electricity to pedestrian lighting would be conducted in compliance with any applicable regulations and safety measures. The proposed Project would not include infrastructure that may exacerbate fire risk and would result in less than significant impact.

- d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

NO IMPACT. The Project area is located in a generally flat area and is not located in a flood hazard zone. The proposed Project would not alter slopes or drainage patterns. No impact would occur.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

3.21.1 Impact Analysis

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The proposed project would include the construction of a new pedestrian bridge crossing over SR-113 in Woodland. As described throughout this Initial Study, implementation of the proposed project would have the potential to adversely impact sensitive natural communities, special-status animals, and previously undiscovered cultural resources and/or human remains. With implementation of the mitigation measures recommended in this Initial Study, compliance with City of Woodland and Yolo County requirements, and application of standard practices, development of the proposed project would not: 1) degrade the quality of the environment; 2) substantially reduce the habitat of fish or wildlife species; 3) cause a fish or wildlife population to drop below self-sustaining levels; 4) threaten to eliminate a plant or animal community; 5) reduce the number or restrict the range of a rare or endangered plant or animal; or, 6) eliminate important examples of the major periods of California history or prehistory.

- b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

LESS THAN SIGNIFICANT. The impacts of the proposed project would be individually limited and would not be cumulatively considerable. The proposed project would include the development of a new pedestrian bridge over SR-113. All environmental impacts that could occur as a result of the proposed project would be reduced to a less than significant level with implementation of the mitigation measures recommended throughout this Initial Study. When viewed in conjunction with other closely-related past, present or reasonably foreseeable future projects, development of this project would not cumulatively contribute to impacts.

- c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED. The purpose of the proposed project is to provide pedestrian access between parks, schools, retail, and residential developments on the east and west sides of SR-113. As described in this Initial Study, implementation of the proposed project could result in temporary air quality, cultural, geology and soils, greenhouse gas, hazardous waste, hydrology, noise, transportation and traffic, and tribal resource impacts during the construction period. Implementation of the mitigation measures recommended in this Initial Study, compliance with City of Woodland regulations, and application of standard construction practices would ensure that the proposed project would not result in environmental impacts that would cause substantial direct or indirect adverse impacts on human beings.

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4.0 RESPONSE TO COMMENTS

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Mikayla Vaba

From: Raja, Anissa@DOT <Anissa.Raja@dot.ca.gov>
Sent: Wednesday, December 16, 2020 10:28 AM
To: sara.andreotti@cityofwoodland.org
Cc: Ladeas, Christopher@DOT; Fong, Alexander Y@DOT; OPR State Clearinghouse
Subject: Sports Park Drive Pedestrian Overcrossing Project - Mitigated Negative Declaration

Dear Ms. Andreotti,

Thank you for including the California Department of Transportation (Caltrans) in the review process for the project referenced above. Caltrans' new mission, vision, and goals signal a modernization of our approach to California's transportation system. We review this local development for impacts to the State Highway System (SHS) in keeping with our mission, vision, and goals for sustainability/livability/economy, and safety/health. We provide these comments consistent with the State's smart mobility goals that support a vibrant economy, and build communities, not sprawl. Based on the information received, Caltrans provides the following comments.

With the Sports Park Drive Pedestrian Overcrossing Project, the City of Woodland proposes to develop a pedestrian path from the intersection of Matmor Road and Sports Park Drive, cross over SR-113, and connect to a planned 8-acre park and Harry Lorenzo Avenue east of the project site. The pedestrian path will connect new and planned development on the east side of SR-113 with a school, a sports park and existing residential facilities on the west side of SR-113. Existing and current record Right of Way and Monument maps for project purposes and may be requested by contacting the District 3 Right of Way Front Map Counter at: d3rwmaprequest@dot.ca.gov.

Please provide our office with copies of any further actions regarding this project. We would appreciate the opportunity to review and comment on any changes related to this development. If you have any questions regarding these comments or require additional information, please contact Anissa Raja, Intergovernmental Review Coordinator, at (530) 741-4507 or by email at: anissa.raja@dot.ca.gov.

Sincerely,

Anissa Raja

Transportation Planner - Planning, Local Assistance, and Sustainability
California Department of Transportation, District 3
703 B Street | Marysville, CA 95901
Office: (530) 741-4507
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Email: anissa.raja@dot.ca.gov
www.dot.ca.gov/d3/

For real-time highway conditions: <http://quickmap.dot.ca.gov/>



Response to Comments

Comment Letter A (Caltrans District 3, Received November 3, 2020)

A-1: The commenter requests copies of any further actions regarding the proposed project, and also requests the opportunity to review and comment on any changes made to the project. This comment is noted, and any further actions will be provided to Caltrans as needed. Caltrans will be provided the opportunity to review and comment should any substantive changes be made to the project.

5.0 LIST OF PREPARERS

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6.0 MITIGATION MONITORING AND REPORTING PROGRAM

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MITIGATION MONITORING AND REPORTING PROGRAM

SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT

This Mitigation and Monitoring Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed Sports Park Drive Pedestrian Overcrossing Project (proposed project). The purpose of the MMRP is to ensure the implementation of mitigation measures identified as part of the environmental review for the project. The MMRP includes the following information:

- A list of mitigation measures;
- The party responsible for implementing the mitigation measures;
- The timing for implementation of the mitigation measure;
- The agency/city department responsible for monitoring the implementation; and
- The monitoring action and frequency.

The City of Woodland must adopt this MMRP, or an equally effective program, if it approves the Sports Park Drive Pedestrian Overcrossing Project with the mitigation measures that were adopted or made conditions of project approval.

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
1	<u>AIR-1</u>	The City or construction contractor shall implement the following measures at the Project site: • Water all active construction sites at least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure. • Haul trucks shall maintain at least 2 feet of freeboard; • Cover all trucks hauling dirt, sand, or loose materials; • Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area; • Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days); • Plant vegetative ground cover in disturbed areas as soon as possible; • Cover inactive storage piles; and • Sweep streets if visible soil material is carried out from the construction site.	During and Following Construction	City or Construction Contractor	City of Woodland	During and Following Construction	All areas disturbed by project stabilized of dust emissions
2	<u>BIO-1</u>	The following measures shall be implemented to reduce potential impacts to western burrowing owls. These measures are consistent with	Prior to, During, and Following Construction	Qualified Biologist	City of Woodland	Prior to, During, and Following Construction	Surveys conducted for burrowing owls and any owls encountered successfully either

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		AMM18, Minimize Take and Adverse Effects on Western Burrowing Owl in the Yolo HCP/NCCP: • Preconstruction surveys for western burrowing owls shall be conducted by a qualified biologist in accordance with the CDFW's 2012 Staff Report on Burrowing Owl Mitigation, and shall occur no more than 3 days prior to the start of ground disturbing activities in areas having suitable burrows. Time lapses between ground disturbing activities will trigger subsequent surveys prior to ground disturbance. • If burrowing owls are identified during the non-breeding season, passive exclusion shall be implemented during the per CDFW's 2012 Staff Report on Burrowing Owl Mitigation. This may include the installation of one-way doors in burrow entrances by a qualified biologist. • If any occupied burrows are identified during the breeding season (February 1 to August 31), the active burrow shall be avoided within a set disturbance					passively excluded (non-breeding) or avoided (breeding); compliance with Yolo HCP and CDFW regulations

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		buffer consistent with the 2012 Staff Report on Burrowing Owl Mitigation during the remainder of the breeding season or while the nest is occupied. Construction may occur inside of the disturbance buffer if an avoidance and minimization plan is approved by the Yolo Habitat Conservancy and CDFW prior to project construction and contains the following criteria: 1. A qualified biologist monitors the owls for a minimum of 3 days prior to construction to determine baseline nesting and foraging behavior. 2. The same qualified biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities. 3. If the qualified biologist identifies a change in owl nesting behavior as a result of construction activities, the qualified biologist shall have the authority to stop work within the disturbance buffer. This information shall be reported to the Yolo Habitat Conservancy and CDFW within 24 hours. Construction shall not					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		resume during the remainder of the breeding season or while the nest is occupied. 4. If monitoring indicates that the nest has been abandoned prior to the end of besting season, the project proponent may remove the disturbance buffer with the concurrence of CDFW.					
3	<u>BIO-2</u>	The following measures shall be implemented to reduce potential impacts to Swainson's hawks. These measures are consistent with AMM16, Minimize Take and Adverse Effects on Swainson's Hawk and White-Tailed Kite in the Yolo HCP/NCCP: In accordance with guidance provided by the Swainson's Hawk Technical Advisory Committee (2000), if work begins during the nesting season (March 15 to August 30), an early season preconstruction survey for nesting Swainson's hawks shall be conducted between January and March in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist when tree foliage is relatively sparse and nests are easy to identify. A second	Prior to, During, and Following Construction	Qualified Biologist	City of Woodland	Prior to, During, and Following Construction	Surveys conducted for Swainson's hawks and successful compliance with Yolo HCP and CDFW regulations

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		preconstruction survey for nesting Swainson's hawks shall be conducted in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist no more than 15 days prior to initiation of earthmoving activities. • If nesting Swainson's hawks are found within the survey area, a 1,320-foot (0.25 mile) initial temporary nest disturbance buffer shall be established. If project activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, a qualified biologist shall evaluate the potential for the project to disturb nesting activities. CDFW shall be contacted to review the evaluation and determine if the project can proceed without adversely affecting nesting activities. Work will only be allowed to proceed within the temporary nest disturbance buffer. • Disturbance of active nests shall be avoided until it is determined by a qualified biologist that					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		nesting is complete and the young have fledged, or that the nest has failed. If work is allowed to proceed within the temporary nest disturbance buffer if Swainson's hawks are not exhibiting agitated behavior (e.g. defensive flights at intruders, getting up from a brooding position, flying off the nest, etc.). A qualified biologist shall be on-site daily while construction activities are occurring within the temporary nest disturbance buffer to monitor nesting activity. The monitor shall have the authority to stop work if it is determined the project is adversely affecting nesting activities. Potential impacts to Swainson's hawk will be minimized with implementation of avoidance and minimization efforts above; due to the small acreage of potential foraging impacts and because no nesting trees are within the BSA, no compensatory mitigation is proposed.					
4	<u>CULT-1</u>	If deposits of precontact or historic-period archaeological materials are discovered during project activities, all work within 50 feet of the	During and Following Construction	Qualified Archaeologist	City of Woodland	During and Following Construction	Appropriate handling of any precontact or historic-period

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		discovery shall be redirected. Project personnel shall not collect or move any archaeological materials. A qualified archaeologist shall be contacted to assess the situation and consult with the U.S. Army Corps of Engineers and Yolo County. The archaeologist shall make recommendations for the treatment of the discovery. Accidental cultural resource discoveries during project construction shall be evaluated by an archaeologist. Based on the archaeologist's evaluation, mitigation can include, but is not necessarily limited to, excavation of the deposit in accordance with a data recovery plan and standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and, if appropriate, accessioning the historic archaeological material and technical report to an archaeological repository. Educational public outreach shall be					archaeological materials discovered

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		conducted as appropriate as determined by the archaeologist. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results of resource evaluation and mitigation efforts. The report shall be submitted to the Northwest Information Center at Sacramento State University.					
5	CULT-2	If human remains are discovered during project activities the procedures outlined in Section 7050.5 of the California Health and Safety Code shall be implemented. Work within 50 feet of the discovery shall be redirected and the Yolo County Coroner notified immediately. At the same time, the U.S. Army Corps of Engineers cultural resources staff shall be contacted to assess the situation and consult with SHPO. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect	During and Following Construction	Yolo County Coroner	City of Woodland	During and Following Construction	Appropriate handling of any human remains discovered

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		the site and provide recommendations for the proper treatment of the remains and associated grave goods.					
6	<u>GEO-1</u>	The City shall require that the Contractor prepare an Erosion and Sediment Control Plan for the proposed project prior to construction. Below are some of the measures that shall be implemented to reduce soil erosion and protect water quality during construction. Best management practices (BMP) shall be implemented to reduce erosion and prevent sediment or other potential pollutants from leaving the work site. The City shall require the Contractor to implement BMPs for erosion and sedimentation outlined in the most recent version of the Erosion and Sediment Control Field Manual (CRWQCD 2002), or an equivalent publication. • BMPs outlined in the most recent version of the Erosion and Sediment Control Field Manual, published by the Regional Water Quality Control Board, or equivalent publication, shall be implemented for erosion, sediment and turbidity control during and after any ground	Prior to, During, and After Construction	Construction Contractor	City of Woodland	Prior to and consistently throughout construction	Successful implementation of BMPs

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		clearing activities or any other project activities that could result in erosion or sediment discharges to surface water. - Exposed slopes shall be protected using temporary erosion control blankets, fiber rolls, silt fences, or other approved erosion and sediment controls. - Erosion prevention and sediment control measures shall be inspected and maintained until disturbed areas are stabilized. - Disturbed ground surfaces shall be revegetated and monitored for future erosion. - At the end of each working day, roadways shall be cleaned and swept, and scrap, debris, and waste material shall be collected and disposed of properly. - Vehicle or equipment cleaning shall be performed with water only, and in a designated, bermed area that shall not allow rinse water to run off-site. - Maintenance and fueling of construction vehicles and equipment shall be performed in a designated, bermed area or over a drip pan that shall not					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		allow run-on of stormwater or runoff of spills.					
7	<u>PALEO-1</u>	If paleontological resources are encountered during project subsurface construction and no monitor is present, all ground-disturbing activities shall be redirected within 50 feet of the find until a qualified paleontologist can be contacted to evaluate the find and make recommendations. If found to be significant and proposed project activities cannot avoid the paleontological resources, a paleontological evaluation and monitoring plan, as described above, shall be implemented. Adverse impacts to paleontological resources shall be mitigated, which may include monitoring, data recovery and analysis, a final report, and the accession of all fossil material to a paleontological repository. Upon completion of project ground-disturbing activities, a report documenting methods, findings, and recommendations shall be prepared and submitted to the paleontological repository.	During and Following Construction	Qualified Paleontologist	City of Woodland	During and Following Construction	Appropriate handling of any paleontological resources discovered
8	<u>HAZ-1</u>	The contractor shall prepare a Spill Prevention and Countermeasure Plan (SPCP) prior to the commencement of construction	Prior to Construction	Construction Contractor	City of Woodland	Prior to construction	Completion of SPCP

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		activities. The SPCP shall include information on the nature of all hazardous materials that would be used on-site. The SPCP shall also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up shall be provided in the SPCP.					
9	<u>HAZ-2</u>	The contractor shall provide worker training regarding the potential presence of ADL prior to the commencement of construction activities. The contractor shall provide soap and water and shall require all construction personnel to wash hands prior to eating and prior to leaving the worksite.	Prior to and During Construction	Construction Contractor	City of Woodland	Prior to construction and continually during construction	Completion of worker training and provision of handwashing station
10	<u>HYDRO-1</u>	The City of Woodland shall prepare and implement construction site temporary BMPs in compliance with the provisions of the NPDES Permit and any subsequent permit pertaining to construction of the proposed Project. The County shall submit a Notice of Construction to the CVRWQCB at least 30 days prior to the commencement of construction and shall submit a Notice of Termination to the	Prior to, During, and Following Construction	City of Woodland	City of Woodland	Prior to construction, continually during construction, and following construction	Implementation of BMPs, successful compliance with NPDES permit, Notice of Construction submitted to CVRWQCB prior to construction and Notice of Termination upon completion

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		CVRWQCB upon completion of the proposed Project. The temporary BMPs shall be installed prior to commencement of any construction activities and shall be in place for the duration of the construction period. The removal of the BMPs shall be the final operation, along with the Project site cleanup.					
11	<u>HYDRO-2</u>	A SWPPP shall be prepared by the contractor in accordance with typical provisions associated with a Regional General Permit for Construction Activities (on file with the CVRWQCB). The SWPPP shall contain a Spill Response Plan with instructions and procedures for reporting spills, the use and location of spill containment equipment, and the use and location of spill collection materials. Implementation of the SWPPP shall minimize effects to aquatic resources, surrounding habitat, and species that use the area from potential spills associated with construction activities.	Prior to construction and continually during construction	Construction Contractor	City of Woodland	Prior to construction and continually during construction	Preparation and implementation of SWPPP
12	<u>NOI-1</u>	The Project contractor shall implement the following measures during construction of the Project: Equip all construction equipment, fixed or mobile, with properly operating and	During Construction	Construction Contractor	City of Woodland	Continually during construction	Mufflers installed on all equipment; equipment located and directed away from sensitive receptors; construction timing compliant with

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		maintained mufflers consistent with manufacturers' standards. - Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active Project site. - Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active Project site during all Project construction. - Ensure that all general construction related activities are restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays. If the City determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, and if the City shall further determine that loss or inconvenience would					local ordinances; and assignment of disturbance coordinator.

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		result to any part in interest, the City may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, upon application being made at the time the permit for the work is awarded or during the progress of the work. Designate a “disturbance coordinator” who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler) and shall determine and implement reasonable measures warranted to correct the problem.					

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APPENDIX A

ROAD CONSTRUCTION EMISSIONS MODEL

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Road Construction Emissions Model, Version 8.1.0

Daily Emission Estimates for -> Sports Park Drive Pedestrian Path and Overcrossing				Total	Exhaust	Fugitive Dust	Total	Exhaust	Fugitive Dust					
Project Phases (Pounds)	ROG (lbs/day)	CO (lbs/day)	NOx (lbs/day)	PM10 (lbs/day)	PM10 (lbs/day)	PM10 (lbs/day)	PM2.5 (lbs/day)	PM2.5 (lbs/day)	PM2.5 (lbs/day)	SOx (lbs/day)	CO2 (lbs/day)	CH4 (lbs/day)	N2O (lbs/day)	CO2e (lbs/day)
Grubbing/Land Clearing	1.30	8.17	15.56	3.32	0.62	2.70	1.12	0.55	0.56	0.02	2,208.83	0.61	0.02	2,231.12
Grading/Excavation	2.34	18.30	24.11	4.04	1.34	2.70	1.70	1.14	0.56	0.04	4,408.88	0.81	0.07	4,449.52
Drainage/Utilities/Sub-Grade	2.77	23.94	27.04	4.17	1.47	2.70	1.91	1.35	0.56	0.05	4,873.99	1.00	0.05	4,913.50
Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maximum (pounds/day)	2.77	23.94	27.04	4.17	1.47	2.70	1.91	1.35	0.56	0.05	4,873.99	1.00	0.07	4,913.50
Total (tons/construction project)	0.24	1.99	2.45	0.40	0.13	0.27	0.17	0.12	0.06	0.00	437.72	0.09	0.01	441.51
Notes: Project Start Year -> 2019														
Project Length (months) -> 9														
Total Project Area (acres) -> 0														
Maximum Area Disturbed/Day (acres) -> 0														
Water Truck Used? -> Yes														
Total Material Imported/Exported Volume (yd³/day)														
Daily VMT (miles/day)														
Phase Soil Asphalt Soil Hauling Asphalt Hauling Worker Commute Water Truck														
Grubbing/Land Clearing 0 0 0 0 200 40														
Grading/Excavation 145 0 240 0 1,120 40														
Drainage/Utilities/Sub-Grade 0 0 0 0 720 40														
Paving 0 0 0 0 320 40														
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP), 1, 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														
Total Emission Estimates by Phase for -> Sports Park Drive Pedestrian Path and Overcrossing														
Project Phases (Tons for all except CO2e. Metric tonnes for CO2e)	ROG (tons/phase)	CO (tons/phase)	NOx (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	SOx (tons/phase)	CO2 (tons/phase)	CH4 (tons/phase)	N2O (tons/phase)	CO2e (MT/phase)
Grubbing/Land Clearing	0.01	0.08	0.15	0.03	0.01	0.03	0.01	0.01	0.01	0.00	21.87	0.01	0.00	20.04
Grading/Excavation	0.09	0.72	0.95	0.16	0.05	0.11	0.07	0.05	0.02	0.00	174.59	0.03	0.00	159.85
Drainage/Utilities/Sub-Grade	0.14	1.19	1.34	0.21	0.07	0.13	0.09	0.07	0.03	0.00	241.26	0.05	0.00	220.65
Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maximum (tons/phase)	0.14	1.19	1.34	0.21	0.07	0.13	0.09	0.07	0.03	0.00	241.26	0.05	0.00	220.65
Total (tons/construction project)	0.24	1.99	2.45	0.40	0.13	0.27	0.17	0.12	0.06	0.00	437.72	0.09	0.01	400.53
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP), 1, 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														
The CO2e emissions are reported as metric tons per phase.														

APPENDIX B

SPECIES LISTS

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IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Yolo County, California



Local office

Sacramento Fish And Wildlife Office

☎ (916) 414-6600

📠 (916) 414-6713

Federal Building
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service.

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Western Snowy Plover <i>Charadrius alexandrinus nivosus</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/8035	Threatened
Yellow-billed Cuckoo <i>Coccyzus americanus</i> There is proposed critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/3911	Threatened

Reptiles

NAME	STATUS
Giant Garter Snake <i>Thamnophis gigas</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4482	Threatened

Amphibians

NAME	STATUS
California Red-legged Frog <i>Rana draytonii</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/2891	Threatened
California Tiger Salamander <i>Ambystoma californiense</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/2076	Threatened

Fishes

NAME	STATUS
Delta Smelt <i>Hypomesus transpacificus</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/321	Threatened

Insects

NAME	STATUS
Valley Elderberry Longhorn Beetle <i>Desmocerus californicus dimorphus</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/7850	Threatened

Crustaceans

NAME	STATUS
Vernal Pool Fairy Shrimp <i>Branchinecta lynchi</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/498	Threatened
Vernal Pool Tadpole Shrimp <i>Lepidurus packardii</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/2246	Endangered

Flowering Plants

NAME	STATUS
Palmate-bracted Bird's Beak <i>Cordylanthus palmatus</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1616	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any activity that results in the ~~take (to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct)~~ of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service³. There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured. Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are [USFWS Birds of Conservation Concern](#) that might be affected by activities in this location. The list does not contain every bird you may find in this location, nor is it guaranteed that all of the birds on the list will be found on or near this location. To get a better idea of the specific locations where certain species have been reported and their level of occurrence, please refer to resources such as the [E-bird data mapping tool](#) (year-round bird sightings by birders and the general public) and [Breeding Bird Survey](#) (relative abundance maps for breeding birds). Although it is important to try to avoid and minimize impacts to all birds, special attention should be given to the birds on the list below. To get a list of all birds potentially present in your project area, visit the [E-bird Explore Data Tool](#).

NAME	BREEDING SEASON
Allen's Hummingbird <i>Selasphorus sasin</i> https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Black Swift <i>Cypseloides niger</i> https://ecos.fws.gov/ecp/species/8878	Breeds Jun 15 to Sep 10
Black Turnstone <i>Arenaria melanocephala</i>	Breeds elsewhere
Black-chinned Sparrow <i>Spizella atrogularis</i> https://ecos.fws.gov/ecp/species/9447	Breeds Apr 15 to Jul 31
Burrowing Owl <i>Athene cunicularia</i> https://ecos.fws.gov/ecp/species/9737	Breeds Mar 15 to Aug 31
California Thrasher <i>Toxostoma redivivum</i>	Breeds Jan 1 to Jul 31
Clark's Grebe <i>Aechmophorus clarkii</i>	Breeds Jan 1 to Dec 31
Common Yellowthroat <i>Geothlypis trichas sinuosa</i> https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31
Costa's Hummingbird <i>Calypte costae</i> https://ecos.fws.gov/ecp/species/9470	Breeds Jan 15 to Jun 10
Lawrence's Goldfinch <i>Carduelis lawrencei</i> https://ecos.fws.gov/ecp/species/9464	Breeds Mar 20 to Sep 20
Lewis's Woodpecker <i>Melanerpes lewis</i> https://ecos.fws.gov/ecp/species/9408	Breeds Apr 20 to Sep 30
Long-billed Curlew <i>Numenius americanus</i> https://ecos.fws.gov/ecp/species/5511	Breeds elsewhere
Marbled Godwit <i>Limosa fedoa</i> https://ecos.fws.gov/ecp/species/9481	Breeds elsewhere
Mountain Plover <i>Charadrius montanus</i> https://ecos.fws.gov/ecp/species/3638	Breeds elsewhere
Nuttall's Woodpecker <i>Picoides nuttallii</i> https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Oak Titmouse <i>Baeolophus inornatus</i> https://ecos.fws.gov/ecp/species/9656	Breeds Mar 15 to Jul 15
Red Knot <i>Calidris canutus</i> ssp. <i>roselaari</i> https://ecos.fws.gov/ecp/species/8880	Breeds elsewhere
Rufous Hummingbird <i>selasphorus rufus</i> https://ecos.fws.gov/ecp/species/8002	Breeds elsewhere
Short-billed Dowitcher <i>Limnodromus griseus</i> https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere

Snowy Plover <i>Charadrius alexandrinus</i>	Breeds Mar 5 to Sep 15
Song Sparrow <i>Melospiza melodia maxillaris</i> https://ecos.fws.gov/ecp/species/7716	Breeds Feb 20 to Sep 5
Spotted Towhee <i>Pipilo maculatus clementae</i> https://ecos.fws.gov/ecp/species/4243	Breeds Apr 15 to Jul 20
Tricolored Blackbird <i>Agelaius tricolor</i> https://ecos.fws.gov/ecp/species/3910	Breeds Mar 15 to Aug 10
Whimbrel <i>Numenius phaeopus</i> https://ecos.fws.gov/ecp/species/9483	Breeds elsewhere
Willet <i>Tringa semipalmata</i>	Breeds elsewhere
Wrentit <i>Chamaea fasciata</i>	Breeds Mar 15 to Aug 10
Yellow-billed Magpie <i>Pica nuttalli</i> https://ecos.fws.gov/ecp/species/9726	Breeds Apr 1 to Jul 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in your project's counties during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote when the bird breeds in the Bird Conservation Region(s) in which your project lies. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the counties of your project area. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

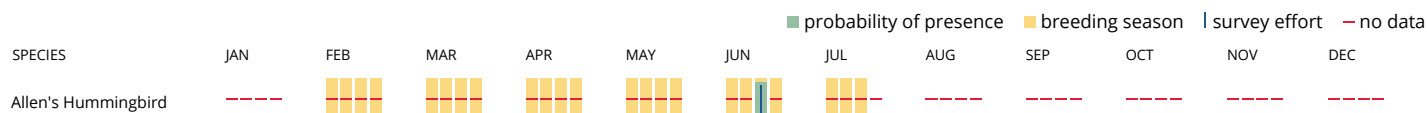
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

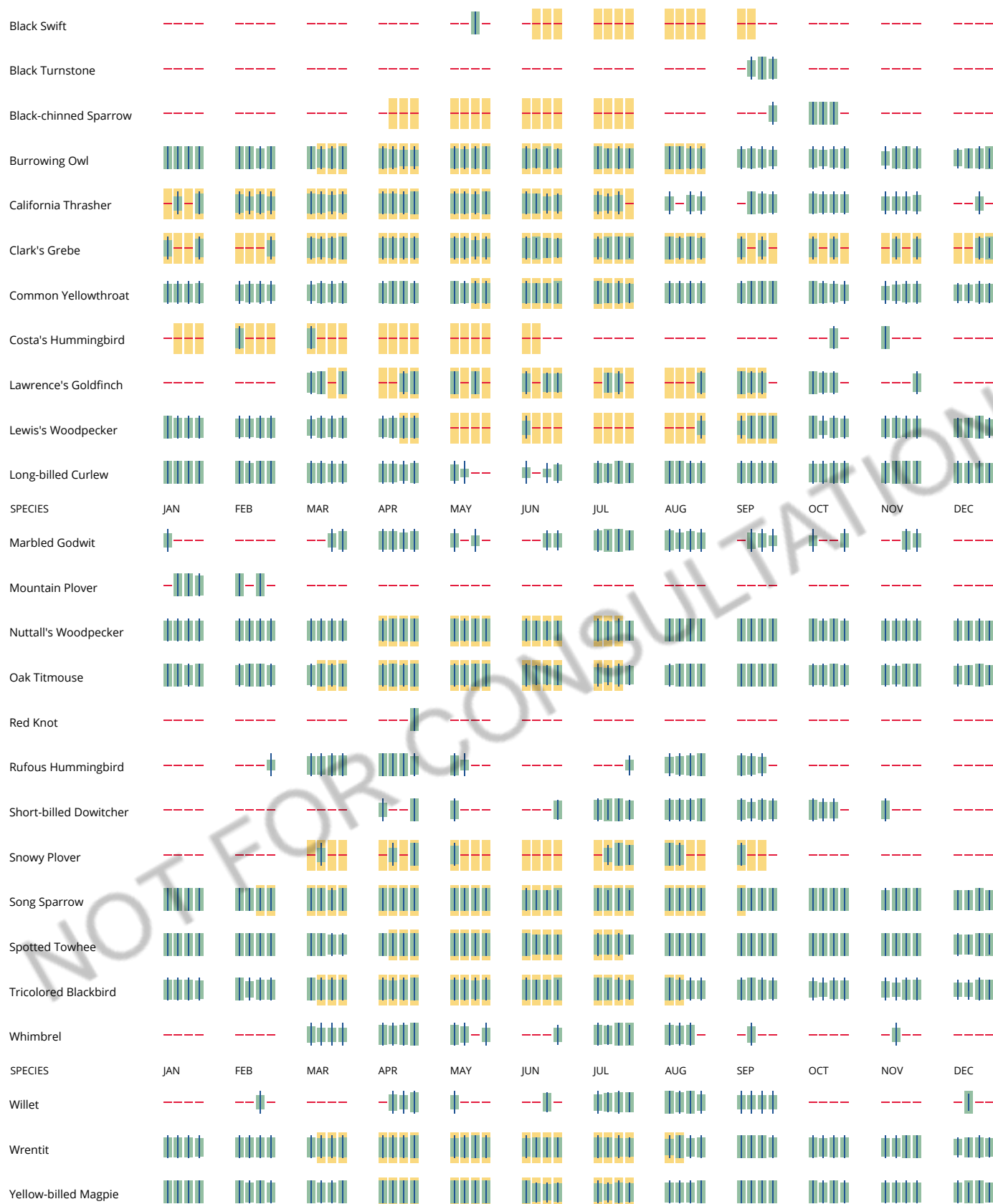
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Such measures are particularly important when birds are most likely to occur in the project area. To see when birds are most likely to occur in your project area, view the Probability of Presence Summary. Special attention should be made to look for nests and avoid nest destruction during the breeding season. The best information about when birds are breeding can be found in [Birds of North America \(BNA\) Online](#) under the "Breeding Phenology" section of each species profile. Note that accessing this information may require a [subscription](#). [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) that might be affected by activities in your project location. These birds are of priority concern because it has been determined that without additional conservation actions, they are likely to become candidates for listing under the [Endangered Species Act \(ESA\)](#).

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#). The AKN list represents all birds reported to be occurring at some level throughout the year in the counties in which your project lies. That list is then narrowed to only the Birds of Conservation Concern for your project area.

Again, the Migratory Bird Resource list only includes species of particular priority concern, and is not representative of all birds that may occur in your project area. Although it is important to try to avoid and minimize impacts to all birds, special attention should be made to avoid and minimize impacts to birds of priority concern. To get a list of all birds potentially present in your project area, please visit the [E-bird Explore Data Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird entry on your migratory bird species list indicates a breeding season, it is probable the bird breeds in your project's counties at some point within the time-frame specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

THERE ARE NO KNOWN WETLANDS AT THIS LOCATION.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

CALIFORNIA DEPARTMENT OF
FISH and WILDLIFE **RareFind**

Query Summary:

Quad **IS** (Woodland (3812167) **OR** Grays Bend (3812166))

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CNDDDB Element Query Results

Scientific Name	Common Name	Taxonomic Group	Element Code	Total Occs	Returned Occs	Federal Status	State Status	Global Rank	State Rank	CA Rare Plant Rank	Other Status	Habitats
Agelaius tricolor	tricolored blackbird	Birds	ABPBXB0020	951	6	None	Candidate Endangered	G2G3	S1S2	null	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_EN-Endangered, NABCI_RWL-Red Watch List, USFWS_BCC-Birds of Conservation Concern	Freshwater marsh, Marsh & swamp, Swamp, Wetland
Antrozous pallidus	pallid bat	Mammals	AMACC10010	410	1	None	None	G5	S3	null	BLM_S-Sensitive, CDFW_SSC-Species of Special Concern, IUCN_LC-Least Concern, USFS_S-Sensitive, WBWG_H-High Priority	Chaparral, Coastal scrub, Desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub, Riparian woodland, Sonoran desert scrub, Upper montane coniferous forest, Valley & foothill grassland
Astragalus tener var. tener	alkali milk-vetch	Dicots	PDFAB0F8R1	65	1	None	None	G2T2	S2	1B.2	null	Alkali playa, Valley & foothill grassland, Vernal pool, Wetland
Atriplex depressa	brittlescale	Dicots	PDCHE042L0	61	4	None	None	G2	S2	1B.2	null	Alkali playa, Chenopod scrub, Meadow & seep, Valley & foothill grassland, Vernal pool, Wetland
Bombus occidentalis	western bumble bee	Insects	IIHYM24250	282	1	None	None	G2G3	S1	null	USFS_S-Sensitive, XERCES_IM-Imperiled	null
Buteo swainsoni	Swainson's hawk	Birds	ABNKC19070	2443	108	None	Threatened	G5	S3	null	BLM_S-Sensitive, IUCN_LC-Least Concern, USFWS_BCC-Birds of Conservation Concern	Great Basin grassland, Riparian forest, Riparian woodland, Valley & foothill grassland
Charadrius alexandrinus nivosus	western snowy plover	Birds	ABNNB03031	134	1	Threatened	None	G3T3	S2S3	null	CDFW_SSC-Species of Special Concern, NABCI_RWL-Red Watch List, USFWS_BCC-Birds of Conservation Concern	Great Basin standing waters, Sand shore, Wetland
Charadrius montanus	mountain plover	Birds	ABNNB03100	88	4	None	None	G3	S2S3	null	BLM_S-Sensitive,	Chenopod scrub, Valley & foothill

											CDFW_SSC-Species of Special Concern, IUCN_NT-Near Threatened, NABCI_RWL-Red Watch List, USFWS_BCC-Birds of Conservation Concern	grassland
Chloropyron palmatum	palmate-bracted salty bird's-beak	Dicots	PDSCR0J0J0	26	3	Endangered	Endangered	G1	S1	1B.1	SB_RSABG-Rancho Santa Ana Botanic Garden	Chenopod scrub, Meadow & seep, Valley & foothill grassland, Wetland
Desmocerus californicus dimorphus	valley elderberry longhorn beetle	Insects	IICOL48011	271	3	Threatened	None	G3T2	S2	null	null	Riparian scrub
Extriplex joaquinana	San Joaquin spearscale	Dicots	PDCHE041F3	109	4	None	None	G2	S2	1B.2	BLM_S-Sensitive, SB_RSABG-Rancho Santa Ana Botanic Garden	Alkali playa, Chenopod scrub, Meadow & seep, Valley & foothill grassland
Falco columbarius	merlin	Birds	ABNKD06030	35	1	None	None	G5	S3S4	null	CDFW_WL-Watch List, IUCN_LC-Least Concern	Estuary, Great Basin grassland, Valley & foothill grassland
Hibiscus lasiocarpus var. occidentalis	woolly rose-mallow	Dicots	PDMAL0H0R3	173	2	None	None	G5T3	S3	1B.2	SB_RSABG-Rancho Santa Ana Botanic Garden	Freshwater marsh, Marsh & swamp, Wetland
Lasionycteris noctivagans	silver-haired bat	Mammals	AMACC02010	139	1	None	None	G5	S3S4	null	IUCN_LC-Least Concern, WBWG_M-Medium Priority	Lower montane coniferous forest, Oldgrowth, Riparian forest
Lasiurus cinereus	hoary bat	Mammals	AMACC05030	236	1	None	None	G5	S4	null	IUCN_LC-Least Concern, WBWG_M-Medium Priority	Broadleaved upland forest, Cismontane woodland, Lower montane coniferous forest, North coast coniferous forest
Lepidium latipes var. heckardii	Heckard's pepper-grass	Dicots	PDBRA1M0K1	14	2	None	None	G4T1	S1	1B.2	null	Valley & foothill grassland, Vernal pool
Lepidurus packardii	vernal pool tadpole shrimp	Crustaceans	ICBRA10010	321	1	Endangered	None	G4	S3S4	null	IUCN_EN-Endangered	Valley & foothill grassland, Vernal pool, Wetland
Melospiza melodia	song sparrow ("Modesto" population)	Birds	ABPBXA3010	92	1	None	None	G5	S3?	null	CDFW_SSC-Species of Special Concern	null
Oncorhynchus mykiss irideus pop. 11	steelhead - Central Valley DPS	Fish	AFCHA0209K	31	1	Threatened	None	G5T2Q	S2	null	AFS_TH-Threatened	Aquatic, Sacramento/San Joaquin flowing waters
Plegadis chihi	white-faced ibis	Birds	ABNGE02020	20	1	None	None	G5	S3S4	null	CDFW_WL-Watch List, IUCN_LC-Least Concern	Marsh & swamp, Wetland
Pogonichthys macrolepidotus	Sacramento splittail	Fish	AFCJB34020	15	1	None	None	GNR	S3	null	AFS_VU-Vulnerable, CDFW_SSC-Species of Special Concern, IUCN_EN-Endangered	Aquatic, Estuary, Freshwater marsh, Sacramento/San Joaquin flowing waters
Puccinellia simplex	California alkali grass	Monocots	PMPOA53110	71	5	None	None	G3	S2	1B.2	null	Chenopod scrub, Meadow & seep, Valley & foothill grassland, Vernal pool

Spirinchus thaleichthys	longfin smelt	Fish	AFCHB03010	46	1	Candidate	Threatened	G5	S1	null	CDFW_SSC-Species of Special Concern	Aquatic, Estuary
Taxidea taxus	American badger	Mammals	AMAJF04010	542	1	None	None	G5	S3	null	CDFW_SSC-Species of Special Concern, IUCN_LC-Least Concern	Alkali marsh, Alkali playa, Alpine, Alpine dwarf scrub, Bog & fen, Brackish marsh, Broadleaved upland forest, Chaparral, Chenopod scrub, Cismontane woodland, Closed-cone coniferous forest, Coastal bluff scrub, Coastal dunes, Coastal prairie, Coastal scrub, Desert dunes, Desert wash, Freshwater marsh, Great Basin grassland, Great Basin scrub, Interior dunes, lone formation, Joshua tree woodland, Limestone, Lower montane coniferous forest, Marsh & swamp, Meadow & seep, Mojavean desert scrub, Montane dwarf scrub, North coast coniferous forest, Oldgrowth, Pavement plain, Redwood, Riparian forest, Riparian scrub, Riparian woodland, Salt marsh, Sonoran desert scrub, Sonoran thorn woodland, Ultramafic, Upper montane coniferous forest, Upper Sonoran scrub, Valley & foothill grassland
Thamnophis gigas	giant gartersnake	Reptiles	ARADB36150	365	14	Threatened	Threatened	G2	S2	null	IUCN_VU-Vulnerable	Marsh & swamp, Riparian scrub, Wetland
Trifolium hydrophilum	saline clover	Dicots	PDFAB400R5	49	1	None	None	G2	S2	1B.2	null	Marsh & swamp, Valley & foothill grassland, Vernal pool, Wetland
Valley Oak Woodland	Valley Oak Woodland	Woodland	CTT71130CA	91	1	None	None	G3	S2.1	null	null	Cismontane woodland



Plant List

Inventory of Rare and Endangered Plants

11 matches found. *Click on scientific name for details*

Search Criteria

Found in Quads 3812166 and 3812167;

[Modify Search Criteria](#) [Export to Excel](#) [Modify Columns](#) [Modify Sort](#) [Display Photos](#)

Scientific Name	Common Name	Family	Lifeform	Blooming Period	CA Rare Plant Rank	State Rank	Global Rank
Astragalus pauperculus	depauperate milk-vetch	Fabaceae	annual herb	Mar-Jun	4.3	S4	G4
Astragalus tener var. tener	alkali milk-vetch	Fabaceae	annual herb	Mar-Jun	1B.2	S2	G2T2
Atriplex depressa	brittlescale	Chenopodiaceae	annual herb	Apr-Oct	1B.2	S2	G2
Centromadia parryi ssp. rudis	Parry's rough tarplant	Asteraceae	annual herb	May-Oct	4.2	S3	G3T3
Chloropyron palmatum	palmate-bracted bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	May-Oct	1B.1	S1	G1
Extriplex joaquinana	San Joaquin spearscale	Chenopodiaceae	annual herb	Apr-Oct	1B.2	S2	G2
Hibiscus lasiocarpus var. occidentalis	woolly rose-mallow	Malvaceae	perennial rhizomatous herb (emergent)	Jun-Sep	1B.2	S3	G5T3
Lepidium latipes var. heckardii	Heckard's pepper-grass	Brassicaceae	annual herb	Mar-May	1B.2	S1	G4T1
Lessingia hololeuca	woolly-headed lessingia	Asteraceae	annual herb	Jun-Oct	3	S3?	G3?
Puccinellia simplex	California alkali grass	Poaceae	annual herb	Mar-May	1B.2	S2	G3
Trifolium hydrophilum	saline clover	Fabaceae	annual herb	Apr-Jun	1B.2	S2	G2

Suggested Citation

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Questions and Comments

rareplants@cnps.org

Quad Name **Woodland**

Quad Number **38121-F7**

ESA Anadromous Fish

SONCC Coho ESU (T) -

CCC Coho ESU (E) -

CC Chinook Salmon ESU (T) -

CVSR Chinook Salmon ESU (T) - **X**

SRWR Chinook Salmon ESU (E) - **X**

NC Steelhead DPS (T) -

CCC Steelhead DPS (T) -

SCCC Steelhead DPS (T) -

SC Steelhead DPS (E) -

CCV Steelhead DPS (T) - **X**

Eulachon (T) -

sDPS Green Sturgeon (T) -

ESA Anadromous Fish Critical Habitat

SONCC Coho Critical Habitat -

CCC Coho Critical Habitat -

CC Chinook Salmon Critical Habitat -

CVSR Chinook Salmon Critical Habitat -

SRWR Chinook Salmon Critical Habitat -

NC Steelhead Critical Habitat -

CCC Steelhead Critical Habitat -

SCCC Steelhead Critical Habitat -

SC Steelhead Critical Habitat -

CCV Steelhead Critical Habitat -

Eulachon Critical Habitat -

sDPS Green Sturgeon Critical Habitat -

ESA Marine Invertebrates

Range Black Abalone (E) -

Range White Abalone (E) -

ESA Marine Invertebrates Critical Habitat

Black Abalone Critical Habitat -

ESA Sea Turtles

East Pacific Green Sea Turtle (T) -

Olive Ridley Sea Turtle (T/E) -

Leatherback Sea Turtle (E) -

North Pacific Loggerhead Sea Turtle (E) -

ESA Whales

Blue Whale (E) -

Fin Whale (E) -

Humpback Whale (E) -

Southern Resident Killer Whale (E) -

North Pacific Right Whale (E) -

Sei Whale (E) -

Sperm Whale (E) -

ESA Pinnipeds

Guadalupe Fur Seal (T) -

Steller Sea Lion Critical Habitat -

Essential Fish Habitat

Coho EFH -

Chinook Salmon EFH -



Groundfish EFH -

Coastal Pelagics EFH -

Highly Migratory Species EFH -

MMPA Species (See list at left)

ESA and MMPA Cetaceans/Pinnipeds

**See list at left and consult the NMFS Long Beach office
562-980-4000**

MMPA Cetaceans -

MMPA Pinnipeds -

Quad Name **Grays Bend**

Quad Number **38121-F6**

ESA Anadromous Fish

SONCC Coho ESU (T) -

CCC Coho ESU (E) -

CC Chinook Salmon ESU (T) -

CVSR Chinook Salmon ESU (T) - **X**

SRWR Chinook Salmon ESU (E) - **X**

NC Steelhead DPS (T) -

CCC Steelhead DPS (T) -

SCCC Steelhead DPS (T) -

SC Steelhead DPS (E) -

CCV Steelhead DPS (T) - **X**

Eulachon (T) -

sDPS Green Sturgeon (T) - **X**

ESA Anadromous Fish Critical Habitat

SONCC Coho Critical Habitat -

CCC Coho Critical Habitat -

CC Chinook Salmon Critical Habitat -

CVSR Chinook Salmon Critical Habitat - **X**

SRWR Chinook Salmon Critical Habitat - **X**

NC Steelhead Critical Habitat -

CCC Steelhead Critical Habitat -

SCCC Steelhead Critical Habitat -

SC Steelhead Critical Habitat -

CCV Steelhead Critical Habitat - **X**
Eulachon Critical Habitat -
sDPS Green Sturgeon Critical Habitat - **X**

ESA Marine Invertebrates

Range Black Abalone (E) -
Range White Abalone (E) -

ESA Marine Invertebrates Critical Habitat

Black Abalone Critical Habitat -

ESA Sea Turtles

East Pacific Green Sea Turtle (T) -
Olive Ridley Sea Turtle (T/E) -
Leatherback Sea Turtle (E) -
North Pacific Loggerhead Sea Turtle (E) -

ESA Whales

Blue Whale (E) -
Fin Whale (E) -
Humpback Whale (E) -
Southern Resident Killer Whale (E) -
North Pacific Right Whale (E) -
Sei Whale (E) -
Sperm Whale (E) -

ESA Pinnipeds

Guadalupe Fur Seal (T) -
Steller Sea Lion Critical Habitat -

Essential Fish Habitat

Coho EFH -

Chinook Salmon EFH - **X**
Groundfish EFH - **X**
Coastal Pelagics EFH -
Highly Migratory Species EFH -

MMPA Species (See list at left)

ESA and MMPA Cetaceans/Pinnipeds
See list at left and consult the NMFS Long Beach office
562-980-4000

MMPA Cetaceans -
MMPA Pinnipeds -

APPENDIX C

CULTURAL RESOURCES STUDY (CONFIDENTIAL)

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MITIGATION MONITORING AND REPORTING PROGRAM

SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT

This Mitigation and Monitoring Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed Sports Park Drive Pedestrian Overcrossing Project (proposed project). The purpose of the MMRP is to ensure the implementation of mitigation measures identified as part of the environmental review for the project. The MMRP includes the following information:

- A list of mitigation measures;
- The party responsible for implementing the mitigation measures;
- The timing for implementation of the mitigation measure;
- The agency/city department responsible for monitoring the implementation; and
- The monitoring action and frequency.

The City of Woodland must adopt this MMRP, or an equally effective program, if it approves the Sports Park Drive Pedestrian Overcrossing Project with the mitigation measures that were adopted or made conditions of project approval.

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
1	<u>AIR-1</u>	The City or construction contractor shall implement the following measures at the Project site: • Water all active construction sites at least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure. • Haul trucks shall maintain at least 2 feet of freeboard; • Cover all trucks hauling dirt, sand, or loose materials; • Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area; • Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days); • Plant vegetative ground cover in disturbed areas as soon as possible; • Cover inactive storage piles; and • Sweep streets if visible soil material is carried out from the construction site.	During and Following Construction	City or Construction Contractor	City of Woodland	During and Following Construction	All areas disturbed by project stabilized of dust emissions
2	<u>BIO-1</u>	The following measures shall be implemented to reduce potential impacts to western burrowing owls. These measures are consistent with	Prior to, During, and Following Construction	Qualified Biologist	City of Woodland	Prior to, During, and Following Construction	Surveys conducted for burrowing owls and any owls encountered successfully either

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		AMM18, Minimize Take and Adverse Effects on Western Burrowing Owl in the Yolo HCP/NCCP: • Preconstruction surveys for western burrowing owls shall be conducted by a qualified biologist in accordance with the CDFW's 2012 Staff Report on Burrowing Owl Mitigation, and shall occur no more than 3 days prior to the start of ground disturbing activities in areas having suitable burrows. Time lapses between ground disturbing activities will trigger subsequent surveys prior to ground disturbance. • If burrowing owls are identified during the non-breeding season, passive exclusion shall be implemented during the per CDFW's 2012 Staff Report on Burrowing Owl Mitigation. This may include the installation of one-way doors in burrow entrances by a qualified biologist. • If any occupied burrows are identified during the breeding season (February 1 to August 31), the active burrow shall be avoided within a set disturbance					passively excluded (non-breeding) or avoided (breeding); compliance with Yolo HCP and CDFW regulations

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		buffer consistent with the 2012 Staff Report on Burrowing Owl Mitigation during the remainder of the breeding season or while the nest is occupied. Construction may occur inside of the disturbance buffer if an avoidance and minimization plan is approved by the Yolo Habitat Conservancy and CDFW prior to project construction and contains the following criteria: 1. A qualified biologist monitors the owls for a minimum of 3 days prior to construction to determine baseline nesting and foraging behavior. 2. The same qualified biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities. 3. If the qualified biologist identifies a change in owl nesting behavior as a result of construction activities, the qualified biologist shall have the authority to stop work within the disturbance buffer. This information shall be reported to the Yolo Habitat Conservancy and CDFW within 24 hours. Construction shall not					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		resume during the remainder of the breeding season or while the nest is occupied. 4. If monitoring indicates that the nest has been abandoned prior to the end of besting season, the project proponent may remove the disturbance buffer with the concurrence of CDFW.					
3	BIO-2	The following measures shall be implemented to reduce potential impacts to Swainson's hawks. These measures are consistent with AMM16, Minimize Take and Adverse Effects on Swainson's Hawk and White-Tailed Kite in the Yolo HCP/NCCP: In accordance with guidance provided by the Swainson's Hawk Technical Advisory Committee (2000), if work begins during the nesting season (March 15 to August 30), an early season preconstruction survey for nesting Swainson's hawks shall be conducted between January and March in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist when tree foliage is relatively sparse and nests are easy to identify. A second	Prior to, During, and Following Construction	Qualified Biologist	City of Woodland	Prior to, During, and Following Construction	Surveys conducted for Swainson's hawks and successful compliance with Yolo HCP and CDFW regulations

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		preconstruction survey for nesting Swainson's hawks shall be conducted in the BSA and immediate vicinity (an approximately 1,320-foot [0.25 mile] radius) by a qualified biologist no more than 15 days prior to initiation of earthmoving activities. • If nesting Swainson's hawks are found within the survey area, a 1,320-foot (0.25 mile) initial temporary nest disturbance buffer shall be established. If project activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, a qualified biologist shall evaluate the potential for the project to disturb nesting activities. CDFW shall be contacted to review the evaluation and determine if the project can proceed without adversely affecting nesting activities. Work will only be allowed to proceed within the temporary nest disturbance buffer. • Disturbance of active nests shall be avoided until it is determined by a qualified biologist that					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		nesting is complete and the young have fledged, or that the nest has failed. If work is allowed to proceed within the temporary nest disturbance buffer if Swainson's hawks are not exhibiting agitated behavior (e.g. defensive flights at intruders, getting up from a brooding position, flying off the nest, etc.). A qualified biologist shall be on-site daily while construction activities are occurring within the temporary nest disturbance buffer to monitor nesting activity. The monitor shall have the authority to stop work if it is determined the project is adversely affecting nesting activities. Potential impacts to Swainson's hawk will be minimized with implementation of avoidance and minimization efforts above; due to the small acreage of potential foraging impacts and because no nesting trees are within the BSA, no compensatory mitigation is proposed.					
4	<u>CULT-1</u>	If deposits of precontact or historic-period archaeological materials are discovered during project activities, all work within 50 feet of the	During and Following Construction	Qualified Archaeologist	City of Woodland	During and Following Construction	Appropriate handling of any precontact or historic-period

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		discovery shall be redirected. Project personnel shall not collect or move any archaeological materials. A qualified archaeologist shall be contacted to assess the situation and consult with the U.S. Army Corps of Engineers and Yolo County. The archaeologist shall make recommendations for the treatment of the discovery. Accidental cultural resource discoveries during project construction shall be evaluated by an archaeologist. Based on the archaeologist's evaluation, mitigation can include, but is not necessarily limited to, excavation of the deposit in accordance with a data recovery plan and standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and, if appropriate, accessioning the historic archaeological material and technical report to an archaeological repository. Educational public outreach shall be					archaeological materials discovered

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		conducted as appropriate as determined by the archaeologist. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results of resource evaluation and mitigation efforts. The report shall be submitted to the Northwest Information Center at Sacramento State University.					
5	CULT-2	If human remains are discovered during project activities the procedures outlined in Section 7050.5 of the California Health and Safety Code shall be implemented. Work within 50 feet of the discovery shall be redirected and the Yolo County Coroner notified immediately. At the same time, the U.S. Army Corps of Engineers cultural resources staff shall be contacted to assess the situation and consult with SHPO. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect	During and Following Construction	Yolo County Coroner	City of Woodland	During and Following Construction	Appropriate handling of any human remains discovered

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		the site and provide recommendations for the proper treatment of the remains and associated grave goods.					
6	<u>GEO-1</u>	The City shall require that the Contractor prepare an Erosion and Sediment Control Plan for the proposed project prior to construction. Below are some of the measures that shall be implemented to reduce soil erosion and protect water quality during construction. Best management practices (BMP) shall be implemented to reduce erosion and prevent sediment or other potential pollutants from leaving the work site. The City shall require the Contractor to implement BMPs for erosion and sedimentation outlined in the most recent version of the Erosion and Sediment Control Field Manual (CRWQCD 2002), or an equivalent publication. BMPs outlined in the most recent version of the Erosion and Sediment Control Field Manual, published by the Regional Water Quality Control Board, or equivalent publication, shall be implemented for erosion, sediment and turbidity control during and after any ground	Prior to, During, and After Construction	Construction Contractor	City of Woodland	Prior to and consistently throughout construction	Successful implementation of BMPs

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		clearing activities or any other project activities that could result in erosion or sediment discharges to surface water. - Exposed slopes shall be protected using temporary erosion control blankets, fiber rolls, silt fences, or other approved erosion and sediment controls. - Erosion prevention and sediment control measures shall be inspected and maintained until disturbed areas are stabilized. - Disturbed ground surfaces shall be revegetated and monitored for future erosion. - At the end of each working day, roadways shall be cleaned and swept, and scrap, debris, and waste material shall be collected and disposed of properly. - Vehicle or equipment cleaning shall be performed with water only, and in a designated, bermed area that shall not allow rinse water to run off-site. - Maintenance and fueling of construction vehicles and equipment shall be performed in a designated, bermed area or over a drip pan that shall not					

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		allow run-on of stormwater or runoff of spills.					
7	<u>PALEO-1</u>	If paleontological resources are encountered during project subsurface construction and no monitor is present, all ground-disturbing activities shall be redirected within 50 feet of the find until a qualified paleontologist can be contacted to evaluate the find and make recommendations. If found to be significant and proposed project activities cannot avoid the paleontological resources, a paleontological evaluation and monitoring plan, as described above, shall be implemented. Adverse impacts to paleontological resources shall be mitigated, which may include monitoring, data recovery and analysis, a final report, and the accession of all fossil material to a paleontological repository. Upon completion of project ground-disturbing activities, a report documenting methods, findings, and recommendations shall be prepared and submitted to the paleontological repository.	During and Following Construction	Qualified Paleontologist	City of Woodland	During and Following Construction	Appropriate handling of any paleontological resources discovered
8	<u>HAZ-1</u>	The contractor shall prepare a Spill Prevention and Countermeasure Plan (SPCP) prior to the commencement of construction	Prior to Construction	Construction Contractor	City of Woodland	Prior to construction	Completion of SPCP

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		activities. The SPCP shall include information on the nature of all hazardous materials that would be used on-site. The SPCP shall also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up shall be provided in the SPCP.					
9	<u>HAZ-2</u>	The contractor shall provide worker training regarding the potential presence of ADL prior to the commencement of construction activities. The contractor shall provide soap and water and shall require all construction personnel to wash hands prior to eating and prior to leaving the worksite.	Prior to and During Construction	Construction Contractor	City of Woodland	Prior to construction and continually during construction	Completion of worker training and provision of handwashing station
10	<u>HYDRO-1</u>	The City of Woodland shall prepare and implement construction site temporary BMPs in compliance with the provisions of the NPDES Permit and any subsequent permit pertaining to construction of the proposed Project. The County shall submit a Notice of Construction to the CVRWQCB at least 30 days prior to the commencement of construction and shall submit a Notice of Termination to the	Prior to, During, and Following Construction	City of Woodland	City of Woodland	Prior to construction, continually during construction, and following construction	Implementation of BMPs, successful compliance with NPDES permit, Notice of Construction submitted to CVRWQCB prior to construction and Notice of Termination upon completion

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		CVRWQCB upon completion of the proposed Project. The temporary BMPs shall be installed prior to commencement of any construction activities and shall be in place for the duration of the construction period. The removal of the BMPs shall be the final operation, along with the Project site cleanup.					
11	<u>HYDRO-2</u>	A SWPPP shall be prepared by the contractor in accordance with typical provisions associated with a Regional General Permit for Construction Activities (on file with the CVRWQCB). The SWPPP shall contain a Spill Response Plan with instructions and procedures for reporting spills, the use and location of spill containment equipment, and the use and location of spill collection materials. Implementation of the SWPPP shall minimize effects to aquatic resources, surrounding habitat, and species that use the area from potential spills associated with construction activities.	Prior to construction and continually during construction	Construction Contractor	City of Woodland	Prior to construction and continually during construction	Preparation and implementation of SWPPP
12	<u>NOI-1</u>	The Project contractor shall implement the following measures during construction of the Project: Equip all construction equipment, fixed or mobile, with properly operating and	During Construction	Construction Contractor	City of Woodland	Continually during construction	Mufflers installed on all equipment; equipment located and directed away from sensitive receptors; construction timing compliant with

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		maintained mufflers consistent with manufacturers' standards. - Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active Project site. - Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active Project site during all Project construction. - Ensure that all general construction related activities are restricted to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays. If the City determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, and if the City shall further determine that loss or inconvenience would					local ordinances; and assignment of disturbance coordinator.

Monitoring Item Number	Initial Study Mitigation Measure	Mitigation Measure	Timing	Implementing Party	Monitoring Party	Frequency and Duration of Monitoring	Performance Criteria
		result to any part in interest, the City may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. on weekdays and 6:00 p.m. and 9:00 a.m. on Sundays, upon application being made at the time the permit for the work is awarded or during the progress of the work. Designate a “disturbance coordinator” who shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler) and shall determine and implement reasonable measures warranted to correct the problem.					



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.18
SUBJECT: Accept the Local Road Safety Plan (LRSP) State Grant, Approve an Amendment to the FY 20/21 Capital Budget to Include the New Local Road Safety Plan Project, CIP 21-13 and Appropriate both Grant and Measure F Funds

Recommendation for Action: Staff recommends that the City Council adopt Resolution No._____, to accept the Local Road Safety Plan (LRSP) State Grant Funding in the amount of \$56,700, amend the FY 20/21 Capital Budget to include the new Local Road Safety Plan Project, CIP 21-13 and appropriate project funding (CIP #21-13) for FY21 in the amount of \$56,700 (Fund 351) and \$3,000 in Measure F matching funds (Fund 507).

Staff Contact

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

Fiscal Impact

The total project budget includes \$66,700 consisting of \$56,700 grant from the California Department of Transportation for the Local Road Safety Plan Project and \$10,000 match requirement. Funding for this match will be provided as follows: \$3,000 Measure F within FY2020/21 and the additional \$7,000 Measure F will be included in the FY2021/22 Capital Improvement Program. The matching funds are being programmed in two different fiscal years to accommodate Measure F cash flow available for the road program.

Project budget include the costs for the Consultant Contract and Staff time.

There is no impact to the General Fund.

Discussion:

On December 14, 2020, the City of Woodland was selected to receive \$56,700 from the Local Road Safety Plan (LRSP). The City submitted the application to the California Department of Transportation for developing a Local Roadway Safety Plan (LRSP) on November 2020 and received the notification of award December 2020 .

The intent of the LRSP is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future Highway Safety Improvement Program (HSIP) safety program applications and other applications. The final document will also provide a framework to accomplish safety enhancements at the local level to reduce severe crashes. In future HSIP funding rounds, an LRSP will be required for an agency to be eligible to apply for funding.

Staff anticipates starting the process to select a consultant to perform the analysis this Spring.

Conclusion:

Staff recommends that the City Council adopt Resolution No._____, to accept the Local Road Safety Plan

(LRSP) State Grant Funding in the amount of \$56,700, amend the FY 20/21 Capital Budget to include the new Local Road Safety Plan Project, CIP 21-13 and appropriate project funding (CIP #21-13) for FY21 in the amount of \$56,700 (Fund 351) and \$3,000 in Measure F matching funds (Fund 507).

Prepared by: Sara Andreotti, Engineering Assistant

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. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE LOCAL ROAD SAFETY PLAN (LRSP) STATE GRANT, APPROVE AN
AMENDMENT TO THE FY20/21 CAPITAL BUDGET TO INCLUDE THE NEW
LOCAL ROAD SAFETY PLAN PROJECT, CIP 21-13, AND
APPROPRIATE GRANT AND MEASURE F FUNDS TO PROJECT**

WHEREAS, the City of Woodland has received a Local Road Safety Plan (LRSP) State Grant in the amount of \$56,700 from the Department of Transportation; and

WHEREAS, the City wants to accept the a Local Road Safety Plan (LRSP) State Grant Fund in the amount of \$56,700; and

WHEREAS, the City wishes to amend the FY 20/21 Capital Budget to include the Local Road Safety Plan Project, CIP 21-13; and

WHEREAS, the Local Road Safety Plan (LRSP) Project with State Fund requires a \$10,000 City cost share; and

WHEREAS, the City wishes to fund the Local Road Safety Plan Project, CIP 21-13 with a budget appropriation in the amount of \$3,000 Measure F Fund within FY 20/21 and will include an additional \$7,000 in Measure F Funding in FY 21/22 Capital Improvement Program; and

WHEREAS, the City Council wishes to approve the additional budget appropriation 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 accepts the Local Road Safety Plan (LRSP) State Grant in the amount of \$56,700.

Section 2. The City Council hereby approves the amendment to the FY 20/21 Capital Budget to include fund the Local Road Safety Plan Project, CIP 21-13

Section 3. The City Council hereby approves an appropriation in the amount of \$56,700 of LRSP Grant Funds (Fund 351) and \$3,000 Measure F (Fund 507) within FY 20/21 to the Local Road Safety Plan Project, CIP 21-13.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.19
SUBJECT: Final Acceptance and Notice of Completion for Woodland Regional Park Nature Trail, CIP 19-17

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the Woodland Regional Park Nature Trail, CIP 19-17, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

Ken Hiatt, City Manager, (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:

The total project budget is \$716,500 as identified in the current Capital Budget as Regional Park Site. The project funding consist of \$616,500 in Outdoor Environmental Education Facilities CA State Park Grant funding and \$100,000 in Capital Projects funds. The State Park Grant funding is comprised of two grants with \$116,500 set aside for educational programming provided through a three-party agreement between the City, Explorit Science Center, and Tuleyome. The remaining \$500,000 grant is designated for the construction of the trail, ADA Parking, and interpretive signage. The trail construction and ADA Parking were completed through the contract with F. Loduca. Remaining funding available for the ADA Trail and associated amenities will be used for the kiosk and interpretive signage as well as fencing.

The total trail construction cost was \$357,183.51 which includes the change orders. The difference between the total project budget and the construction cost is the amount budgeted for design, construction management, and inspection.

Background:

The Woodland Regional Park project began in 2017 when City Council approved staff negotiations for a Habitat Conservation Easement and reviewed the draft Woodland Regional Park Master Plan including the concept of a proposed Environmental Education Center, enhanced wetland, and recreational trails on the site. Additionally, Council approved two grant applications with the California Department of Parks & Recreation, one for the Outdoor Education Trail and one for the Habitat Conservation Fund (HCF). The City of Woodland was awarded both grants in late 2018 and staff has since attended mandatory grant training and executed both grant documents.

The next phase of the process was to construct the ADA accessible trail (Woodland Regional Park Nature Trail) that now provides access around a portion of the wetland. This phase was completed May 31, 2020.

Discussion:

The City Council authorized bid advertisement of the Project on July 16, 2019. The construction contract was awarded on October 28, 2019 to F. Loduca Co. Construction began on November 25, 2019 and is now complete and ready for acceptance.

Two change orders were executed throughout the course of the project in the total amount of -\$24,019.89.

The final project cost breakdown is as follows:

Design/Staff/Project Management	\$56,941.65
Construction	
Construction Contract	\$381,203.40
Change Orders Total	-\$24,019.89
Construction Management/Inspection*	\$77,492.84
Total Project Expenditures to Date	\$491,618.00
Total Project Budget	\$716,500.00

* Note that the CM/Inspection cost for this project was approximately 20% which is higher than the standard 12-15% for similar projects. The higher than typical costs are attributed to significant project coordination with the California Waterfowl Association, coordination with the design engineer for design changes due to field conditions, and additional contract time and costs due to additional work associated with extended periods of wet weather during construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the Woodland Regional Park Nature Trail, CIP 19-17, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Jair Camacho, Project Manager - AEC

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE WOODLAND REGIONAL PARK NATURE TRAIL (CIP 19-17)
CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY
CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, the Woodland Regional Park Nature Trail (CIP 19-17) is fully funded in the Capital Budget for \$716,500; and

WHEREAS, the City Council authorized staff to bid the project on July 16, 2019; and

WHEREAS, the construction contract was awarded on October 28, 2019 to F. Loduca Co.; and

WHEREAS, construction began on November 25, 2019 and is now complete.

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

Section 1: The City Council hereby accepts Woodland Regional Park Nature Trail, CIP 19-17 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Woodland Regional Park Nature Trail, CIP 19-17.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.20
SUBJECT: Final Acceptance for ADA Swing/Parking Project, CIP 15-05 & 17-10

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the ADA Swing/Parking Project, CIP 15-05 & 17-10, as complete.

Staff Contact:

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

Fiscal Impact:

The total project budget was \$62,000 as portions identified in the current Capital Budget as SLSP Neighborhood Park CIP 15-05 and SLSP Neighborhood Park N1 CIP 17-10.

Background:

The ADA Swing/Parking Project was completed at the beginning of July 2020 which included ADA improvements to both Rick Gonzales Senior Park and Spring Lake Park. At Rick Gonzales Senior Park, on the east edge of the existing playground, a concrete pedestrian path was extended leading towards the playground's swing set. This path was continued onto the playground to the edge of the ADA accessible swing by constructing the path with a rubberized play area surface. Existing irrigation was relocated in order to extend the PCC pedestrian path.

At the on-street parking perimeters of both Rick Gonzales Senior Park and Spring Lake Park, multiple 5'x 6' concrete paths were constructed within the existing planter strip to accommodate pedestrian loading and unloading. Existing irrigation was also relocated at these locations in order to construct the paths.

These improvements were constructed in response to input received from several residents accessing these parks.

Discussion:

With the Engineer's total base bid construction cost estimate being under \$60,000 an alternative procedure was used to solicit three bids and award the project. The construction contract was awarded on May 18, 2020 to B&M Builders, Inc. Construction began on June 17, 2020 and is now complete and ready for acceptance.

One change order was executed throughout the course of the project in the total amount of \$190. This represents less than 1% of the original contract value.

The final construction project cost breakdown is as follows:

Design, Project & Construction Management and Inspection	\$19,965.50
Construction Contract	\$40,408.00

Change Orders Total	\$ 190.00
Total Project Costs	\$60,563.50
Total Project Budget	\$62,000.00

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the ADA Swing/Parking Project, CIP 15-05 & 17-10, as complete.

Prepared By: Jair Camacho, Project Manager - AEC

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



Ken Hiatt
City Manager

Attachments:

1. Resolution Final Acceptance 15-05 & 17-10

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE ADA SWING/PARKING PROJECT (CIP 15-05 & 17-10)
CONSTRUCTION CONTRACT AS COMPLETE**

WHEREAS, the ADA Swing/Parking Project (CIP 15-05 & 17-10) is fully funded in the Capital Budget for \$62,000.00; and

WHEREAS, three bids were solicited for the project under alternative procedures; and

WHEREAS, the construction contract was awarded on May 18, 2020 to B&M Builders, Inc; and

WHEREAS, construction began on June 17, 2020 and is now complete.

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

Section 1: The City Council hereby accepts ADA Swing/Parking Project (CIP 15-05 & 17-10) as complete.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.21
SUBJECT: Final Acceptance and Notice of Completion for Subdivision Final Map 5101, Calwest Phase 2

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5101, Calwest Phase 2, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

There is no impact to the City budget other than future operation and maintenance costs. All infrastructure improvements were paid for by the developer and Spring Lake Specific Plan (SLSP) owners overall. The developer participates in all funding mechanisms for backbone infrastructure construction including the bond district and the Spring Lake Infrastructure Fee program. The owners participate in the Spring Lake Landscape & Lighting District as well as a Community Facilities District for operation and maintenance of the Community Center & Sports Park. The SLSP Fiscal Impact Study (November 2002) analyzed overall impacts of the SLSP area and predicted a fiscal surplus at build-out.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets (excludes landscaping) for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these improvements is shown below.

Est. GASB34 category	Calwest Phase 1
	(SM #5075)
Road	\$825,000
Water	\$600,000
Sewer	\$260,000
Storm Drain	\$390,000

Background:

On April 14, 2015, City Council approved the tentative map and development agreement for development of the 44.97-acre Calwest Development with 225 single family lots in total.

With the approval of the phase 2 Final Map 5101 (68 lots) on August 17, 2017, Lennar Homes and the City entered into a Subdivision Improvement Agreement, a contract to construct in-track subdivision improvements and offsite improvements to serve the property. Improvement plans were approved on May 2, 2017 and

construction began in summer of 2017.

Discussion:

As of January 2021, Lennar Homes of California has completed the infrastructure improvements associated with Phase 2 development to the satisfaction of the City Engineer, the Public Works and Community Development Departments. The work was designed to City Standard Specifications and the improvements were inspected by the City during construction. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty timeframe of one year following the filing of the Notice of Completion.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5101, Calwest Phase 2, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Prepared By: Ed Wisniewski, Senior Civil Engineer

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

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION MAP NUMBER 5101
(CALWEST PHASE 2)**

WHEREAS, on April 14, 2015, the City Council approved the Tentative Map and Development Agreement for the Calwest Development with 225 single family lots in total; and

WHEREAS, on August 22, 2017, the City Council approved Final Subdivision Map #5101 (Calwest Phase 2); and

WHEREAS, Lennar Homes of California entered into a subdivision improvement agreement to construct the infrastructure necessary to serve the development permitted by the Map (the “improvements”) and furnished bonds to ensure the timely completion of the improvements; and

WHEREAS, on May 2, 2017, the City Engineer approved the improvement plans for Calwest Phase 2 (Subdivision Map No. 5101); and

WHEREAS, as of January 2021, Lennar Homes of California, has completed the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept public improvements which have been completed; and

WHEREAS, Lennar Homes of California has requested that the City accept those Improvements that have been completed;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council hereby accepts those Improvements constructed as shown on the improvement plans entitled “Improvement Plans for Calwest - Phase 2 (Subdivision #5101)” and approved by the City Engineer on May 2, 2017.

Section 2. The City Council hereby authorizes the City Clerk to file the Notice of Completion and release the developer’s securities held for the completion of public improvements associated with the Calwest Phase 2 (Subdivision Map No. 5101) Project.

Section 3. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Lennar Homes of California, or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 4. The adoption of this resolution shall not be deemed to cure any breach by Lennar Homes of California, or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

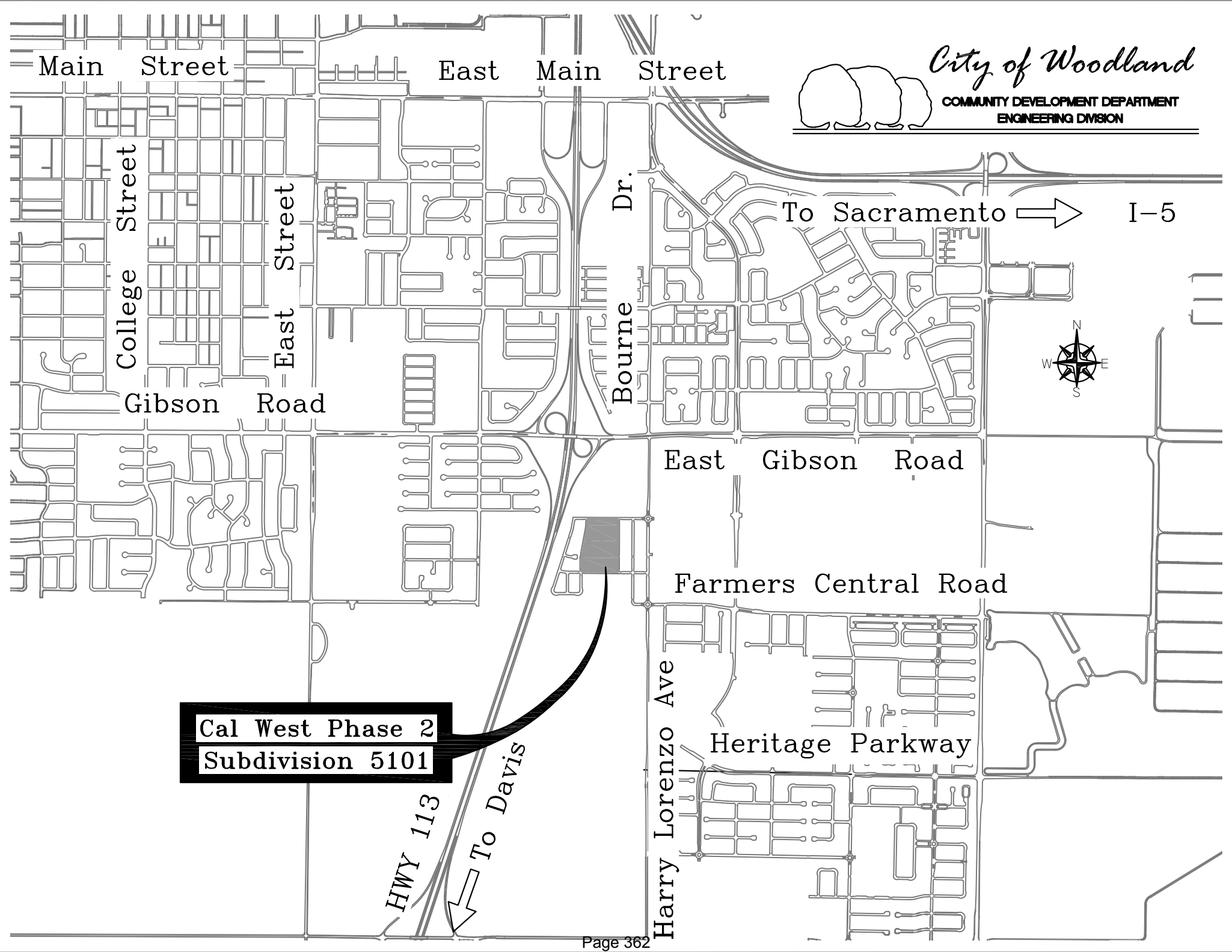
Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



Main Street

East Main Street

City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

College Street

East Street

Bourne Dr.

To Sacramento

I-5

Gibson Road

East Gibson Road

Farmers Central Road

Heritage Parkway

Harry Lorenzo Ave

Cal West Phase 2
Subdivision 5101

HWY 113

To Davis



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.22
SUBJECT: Approve Consultant Agreement for the Matmor Road and E. Gum Avenue Rehabilitation Project; CIP 19-05

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 from FY 2022 to FY 2021 and 2) approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$440,000 for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05 and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$66,000).

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget currently includes \$7,480,000 for the project consisting of \$4,005,000 in Road Maintenance and Rehabilitation Account (RMRA–SB1) funds, \$2,275,000 in Measure E funds, \$1,000,000 in Measure F funds, \$100,000 in Water Enterprise funds, and \$100,000 in Sewer Enterprise funds.

All of the project funding is programmed in FY 2022 or later. In order to begin the project now staff is recommending that \$100,000 be allocated to FY 2021.

There is no impact to the General Fund.

Background:

In April 2017, Senate Bill 1 (SB1) was passed by the Legislature and signed into law by Governor Jerry Brown to address the significant funding shortfall for road maintenance and repair in the state. The bill includes funding for State transportation infrastructure, public transportation and cities and counties. The bill includes annual accountability provisions for cities and counties that ensure the community has access to information on projects proposed for SB1 funding and requirements to report on actual funding expenditures. Beginning in November 2017, the State Controller began depositing SB1 funding into the RMRA, a portion of which is distributed by formula directly to cities and counties. Since the City of Woodland began receiving its allocation, staff has annually identified this project to the California Transportation Commission (CTC) to accrue RMRA–SB1 funding until there are sufficient funds for construction.

With the goal of offsetting the project's local funding with federal grant funding, the City has submitted grant applications for several funding programs as part of Sacramento Area of Council of Governments (SACOG) Flexible Funding Program for the project. Depending on the success of the different applications, the City will modify the Capital Budget for this project. Staff anticipates the results of the grant applications by spring 2021.

The project will improve the mile-long corridor of Matmor Road from Main Street to Gibson Road, and the half-mile-long corridor of E. Gum Avenue from East Street to Matmor Road. The 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. These improvements will transform the Matmor Road and E. Gum Avenue corridors into complete streets providing improved bicycle, pedestrian and vehicle facilities to ensure the corridors meet the needs of all modes of travel.

Discussion:

In July 2019, staff released a Request for Qualifications for this project. Statements of Qualification were received from eight interested consulting teams that were reviewed, scored and ranked by staff. Bennet Engineering was selected to design the project. Because funding for construction of this project was not available until 2023, and Bennet Engineering was also working on the Gibson Road project, staff delayed the execution of this design contract until such time that City and consultant staff were available to work on this project.

To accommodate the current design schedule and to avoid any delays in starting the project, staff is requesting that Council approve the consultant agreement in an amount not to exceed \$440,000, and move \$100,000 of RMRA–SB1 funding from FY 2022 into FY 2021 to allow starting the project sooner. Staff anticipates project design to be completed and construction to begin in 2023.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 from FY 2022 to FY 2021 and 2) approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$440,000 for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05 and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$66,000).

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

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROPRIATING \$100,000 OF ROAD MAINTENANCE AND REHABILITATION
ACCOUNT FUNDING FROM FY 2022 TO FY 2021 AND APPROVING THE
CONSULTANT AGREEMENT WITH BENNETT ENGINEERING SERVICES FOR
THE MATMOR ROAD AND E. GUM AVENUE REHABILITATION PROJECT, CIP
19-05**

WHEREAS, the City of Woodland has funding in the Capital Budget for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05 (the “Project”), to improve the Matmor Road corridor between Main Street to Gibson Road and the E. Gum Avenue corridor between East Street to Matmor Road; and

WHEREAS, the Capital Budget includes \$4,005,000 in RMRA–SB1 funding, \$2,275,000 in Measure E funding, \$1,000,000 in Measure F funding, \$100,000 in Water Enterprise funding, and \$100,000 in Sewer Enterprise funding, for a total Project budget of \$7,480,000; and

WHEREAS, the City Council wishes to appropriate \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 to the Project from FY 2022 into FY 2021; and

WHEREAS, the City wishes to enter into and approve the consultant services agreement with Bennett Engineering Services 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 appropriation of \$100,000 of Road Maintenance and Rehabilitation Account (RMRA–SB1) Fund 361 from FY 2022 to FY 2021 to the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05.

Section 2. The City Council hereby approves the consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$440,000 for the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05, and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$66,000).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: G.23
SUBJECT: 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; Award Construction Contract and Construction Inspection Consultant Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, to:

1. Approve the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and
2. Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and
3. Award a construction contract in the amount of \$4,264,778.50 to Wahlund Construction, Inc. for the 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) and authorize a contract contingency of up to 10% (\$426,478), and
4. Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$193,265.16, authorize a contingency of up to 10% (\$19,327), and authorize the City Manager to execute the agreement; and
5. Authorize the City Manager to execute the two Pipeline Crossing Agreements (Agreements) with Union Pacific Railroad Company (UPRR).

Staff Contact:

Mark Miller, Associate Engineer - (530) 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) is included in the Capital Improvement Program which was approved by Council on June 16, 2020. Approved funding for CIP 20-14 is \$5,000,000 and consists of \$2,900,000 of Water Enterprise Funds and \$2,100,000 of Sewer Enterprise Funds. The contract award, plus 10% construction contingency, inspection costs, design, and project management results in a total project cost of \$5.55 million. Staff intended to transfer additional funds necessary for construction from existing Water and Sewer Capital Projects once actual construction and inspection costs were available.

To cover new sewer lateral construction expenses, staff is requesting that \$450,000 of available Sewer Enterprise Funds be reallocated from CIP 14-03 to CIP 20-14. To cover expenses related to the new sewer interceptor in Gum and Marshall Avenues, staff is requesting that \$100,000 of available Sewer Enterprise Funds be reallocated from CIP 14-15 to CIP 20-14. This will bring the total project budget to \$5,550,000.

The City is required to obtain a Pipeline Crossing Agreement from Union Pacific Railroad (UPRR) for any new pipelines to be constructed under the existing railroad right of way. Two pipeline crossings will be installed with this project, one for potable water conveyance and one for domestic sewage conveyance. There are no fees associated with the two Agreements.

There are no impacts to the City's General Fund.

Background:

CIP 20-14 was scoped as a continuance of the sewer trunk interceptor installed with CIP 20-07, the 2020 Sewer and Water Repair and Replacement Project. In addition to repairing defects in the existing sewer infrastructure, both the 2020 and 2021 Projects begin to address a needed sewage capacity reallocation. The City sewer collection system is evaluated according to the Sewer System Management Plan guidelines. Every 3 years, the City's sewer system hydraulic model is updated and capacity deficiencies are identified. Hydraulic models updated in 2012, 2015, and 2018 all identified the need to transfer sewer flows from the Beamer trunk sewer to the Gibson trunk sewer in order to provide capacity for downtown redevelopment. The 2020 Project installed a new 18-inch diameter sewage interceptor on East Street as the first segment of capacity reallocation to transfer sewage flows from the Beamer interceptor sewer to the Gibson interceptor sewer. The 2021 Project will continue the sewer interceptor installation to the intersection of College Street and Marshall Avenue. A future project, planned for 2022, will construct the third segment of this trunk interceptor to reach the Pendegast Street area. Please see the attached map for a visualization of the 2021 Project's vicinity and the planned alignment of the new sewer trunk interceptor.

The existing sewer collection system within the project limits was constructed between 1917 and 1952 and has a large number of defects according to the City's regularly updated condition assessment program. The project will not repair these defects but instead replace the two existing sewer mains along the alignment with a single, deeper 12 to 18-inch sewer trunk interceptor including new service laterals to residents along the route. The 2021 Project will also replace aging water mains and services along the trunk interceptor alignment. Additional water mains are planned to be replaced on E. Gum Avenue as a precursor to the 2022/2023 Road Rehabilitation – Matmor Road & Gum Ave. Project, CIP 19-05, which will resurface a portion of E. Gum Avenue. The existing water mains on Gum and Marshall Avenues and 3rd and 4th Streets were constructed between 1955 and 1977 and are between 42 to 65 years old. Many of the homes along this street are served from an antiquated system of 2-inch diameter back of sidewalk service mains. These mains are notorious for problems such as breaks and leaks. The project will construct a new 8-inch diameter main in the street and connect the residences with new polyethylene services.

Discussion:

The City advertised for bids on January 6, 2021. On February 2, 2021, the City received 7 bids for CIP 20-14 in the amounts tabulated below:

NO.	CONTRACTOR	BASE BID
1	Wahlund Construction, Inc.	\$ 4,264,778.50 ¹
2	Garney Pacific, Inc.	\$ 4,290,341.00
3	Lund Construction Co.	\$ 4,535,071.00
4	Lister Construction, Inc.	\$ 4,537,593.00
5	McGuire and Hester	\$ 4,751,705.00
6	T&S Construction Co., Inc.	\$ 5,219,634.00 ¹
7	Preston Pipelines	\$ 5,950,000.00

¹ Bid amount adjusted due to minor tabulation errors

The engineer's estimate for the project construction was \$5 million. Staff has performed due diligence in reviewing the bids. Wahlund Construction, Inc. has been determined to be the lowest responsive, responsible

bidder and has complied with all technical submittal requirements.

The construction contract provides 150 working days for completion of the project. Staff anticipates completion of the project in the fall of 2021. The project will utilize City staff for construction management and contract with UNICO Engineering for construction inspection. UNICO Engineering is one of the 8 firms selected by the City for on-call construction inspection through a Quality Based Selection process performed in September 2018.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Approve the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and
2. Approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14; and
3. Award a construction contract in the amount of \$4,264,778.50 to Wahlund Construction, Inc. for the 2021 Sewer & Water Repair & Replacement Project (CIP 20-14) and authorize a contract contingency of up to 10% (\$426,478), and
4. Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$193,265.16, authorize a contingency of up to 10% (\$19,327), and authorize the City Manager to execute the agreement; and
5. Authorize the City Manager to execute the two Pipeline Crossing Agreements (Agreements) with Union Pacific Railroad Company (UPRR).

Prepared by: Mark Miller, Associate Engineer

Reviewed by: Tim Busch, PE, Principal Utility Civil Engineer
Brent Meyer, PE, Acting Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Construction Inspection Proposal - UNICO Engineering
3. Water Pipeline Crossing Agreement - Union Pacific Railroad Company
4. Sewer Pipeline Crossing Agreement - Union Pacific Railroad Company
5. Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH WAHLUND CONSTRUCTION, INC. AND APPROVING A CONSULTANT AGREEMENT WITH UNICO ENGINEERING FOR CONSTRUCTION INSPECTION FOR CIP 20-14, THE 2021 SEWER AND WATER REPAIR AND REPLACEMENT PROJECT

WHEREAS, on December 1, 2020, the City Council approved the plans and specifications for CIP 20-14, the 2021 Sewer and Water Repair and Replacement Project (the “Project”) and authorized advertisement for bids; and

WHEREAS, on January 6, 2021, the City of Woodland (the “City”) advertised for bids; and

WHEREAS, on February 2, 2021, the City received 7 bids and Wahlund Construction, Inc. (“Wahlund”) was determined to be the lowest responsible bidder submitting a responsive bid with a base bid of \$4,264,778.50; and

WHEREAS, the City of Woodland wishes to approve a construction contract in the amount of \$4,264,778.50 with Wahlund for construction of the Project and approve a contract contingency of up to 10% (\$426,478); and

WHEREAS, the City Council wishes to approve a Construction Contract with Wahlund Construction, Inc. and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to approve the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the Project to cover costs related to sewer lateral rehabilitation; and

WHEREAS, the City wishes to approve the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the Project to cover construction costs related to the new sewer interceptor in Gum and Marshall Avenues; and

WHEREAS, the City wishes to enter into a Water Pipeline Crossing Agreement with Union Pacific Railroad Company for the new potable water main crossing at the intersection of Gum Avenue and East Street (“Water Agreement”); and

WHEREAS, the City wishes to enter into a Sewer Pipeline Crossing Agreement with Union Pacific Railroad Company for the new domestic sewage main crossing at the intersection of Gum Avenue and East Street (“Sewer Agreement”); and

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

WHEREAS, the City Council wishes to approve a consultant agreement with UNICO Engineering for construction inspection services for an amount up to \$193,265.16 and approve a contract contingency of up to 10% (\$19,327).

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

Section 1. The City Council hereby authorizes the reallocation of \$450,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14.

Section 2. The City Council hereby authorizes the reallocation of \$100,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2021 Sewer & Water Repair & Replacement Project, CIP 20-14.

Section 3. The City Council hereby approves the Water Pipeline Crossing Agreement with Union Pacific Railroad Company. The City Manager is hereby authorized and directed to execute the Water Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 4. The City Council hereby approves the Sewer Pipeline Crossing Agreement with Union Pacific Railroad Company. The City Manager is hereby authorized and directed to execute the Sewer Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 5. The City Council hereby approves the Construction Contract with Wahlund Construction, Inc. in the amount of \$4,264,778.50 and approves a ten (10%) percent construction contingency in the amount of \$426,478. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 6. The City Council hereby authorizes the City Manager to approve a consultant agreement with UNICO Engineering for construction inspection services for an amount up to \$193,265.16 and a ten (10%) percent contract contingency in an amount up to \$19,327.

Section 7. Copies of the Construction Contract, Consultant Agreement for Construction Inspection Services, Water Pipeline Crossing Agreement and Sewer Pipeline Crossing Agreement are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

February 3, 2021

Mr. Tim Busch
Principal Utilities Engineer
City of Woodland
300 1st Street
Woodland, CA 95695

Re: 2021 Sewer & Water Repair & Replacement Project, CIP #20-14

Dear Mr. Busch:

Thank you for the opportunity to provide inspection services for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please do not hesitate to contact me with any questions, or if we can help you further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Montes de Oca', with a stylized flourish at the end.

Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for inspection services for the 2021 Water & Sewer Repair and Replacement Project, (CIP #20-14). UNICO understands that the project consists of the installation of approximately 5,800 linear feet of new 8-inch water main on College Street, Marshall Avenue, Third Street, Fourth Street, and on Gum Avenue. This includes the installation of new water services and water service repairs to approximately 82 parcels. The project also includes the installation of approximately 3,000 linear feet of new SDR 26 PVC sewer pipe, 45 new sewer laterals, 15 new sewer manholes as well the removal of 10 existing sewer manholes and the abandonment of the existing sanitary sewer. The installation of a new 18-inch and new 28-inch steel casing under the existing railroad tracks is required for the new water and sewer mains. These tracks are operated by California Northern Railroad Company which is owned by Genesee & Wyoming Railroad Services, Inc. and these tracks are within the right of way owned by Union Pacific Railroad Company. The project must comply with the provisions in the agreements with these companies.

A. CIVIL CONSTRUCTION INSPECTOR

\$193,265.16

UNICO will provide full time inspection for 150 working days. The Construction Inspector will provide inspection services for all improvements. This includes all coordination with City of Woodland Staff and with the contractor.

Deliverables: **Daily Inspection Reports**
Construction Photographs

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT, CIP #20-14

A. *CIVIL CONSTRUCTION INSPECTION*.....\$193,265.16

TOTAL..... **\$193,265.16**

ASSUMPTIONS AND CLARIFICATIONS

1. Site will be accessible by vehicle.
2. Proposal is based upon 150 working days. Working days are defined as non-weekend and non-holiday days.
3. Proposal is based upon 8-hour workdays and 40-hour work week. No overtime is included in this proposal.

City of Woodland
2021 Sewer & Water Repair & Replacement Project - CIP #20-14

		UNICO					
		Justyn Webster, PE Resident Engineer	Eric Alward Civil Construction Inspector				
Direct Labor Rate		\$ 85.00	\$ 60.00	TOTALS			
Overhead Rate		136.15%					
Fee		10%					
Task #	Task Description	Hours		Direct Labor Costs	Indirect Costs	Fee	Total
1	Construction Management	0		\$ -	\$ -	\$ -	\$ -
2	Civil Construction Inspection		1240	\$ 74,400.00	\$ 101,295.60	\$ 17,569.56	\$ 193,265.16
Total Hours		0	1240	Tasks Subtotal			\$ 193,265.16

TOTAL	\$ 193,265.16
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Construction Estimate	\$ 4,500,000.00
% of Const. Est.	4.29%

Working Days	150
--------------	------------

	RE	Civil Ins
Hours per day		8
Working Hours		1200
Project Startup Hours		20
Project Closeout		20
	0	1240



December 04, 2020
Folder: 03250-68

MARK MILLER
CITY OF WOODLAND
300 FIRST STREET
WOODLAND CA 95695

Re: Proposed One (1) 8-inch Plastic Potable Water Underground Pipe Encased In 18-inch Steel Pipeline Crossing of Railroad Property at Mile Post 84.46 on the California No. (Leased CFNR) at or near Woodland, Yolo County, California

Mark Miller:

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 with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

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 ktvan@up.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Van".

Kimberly Van
Sr. Analyst Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 84.46, California No. (Leased CFNR)
Location: Woodland, Yolo County, California

THIS AGREEMENT ("Agreement") is made and entered into as of December 04, 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, 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) 8-inch plastic potable water underground pipe encased in 18-inch steel pipeline crossing only, including any appurtenances required for the operation of said pipeline (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 November 13, 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) 8-inch plastic potable water underground pipe encased in 18-inch steel pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, 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 (Folder No. 03250-68)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF WOODLAND
300 First Street
Woodland, California, 95695

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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: _____

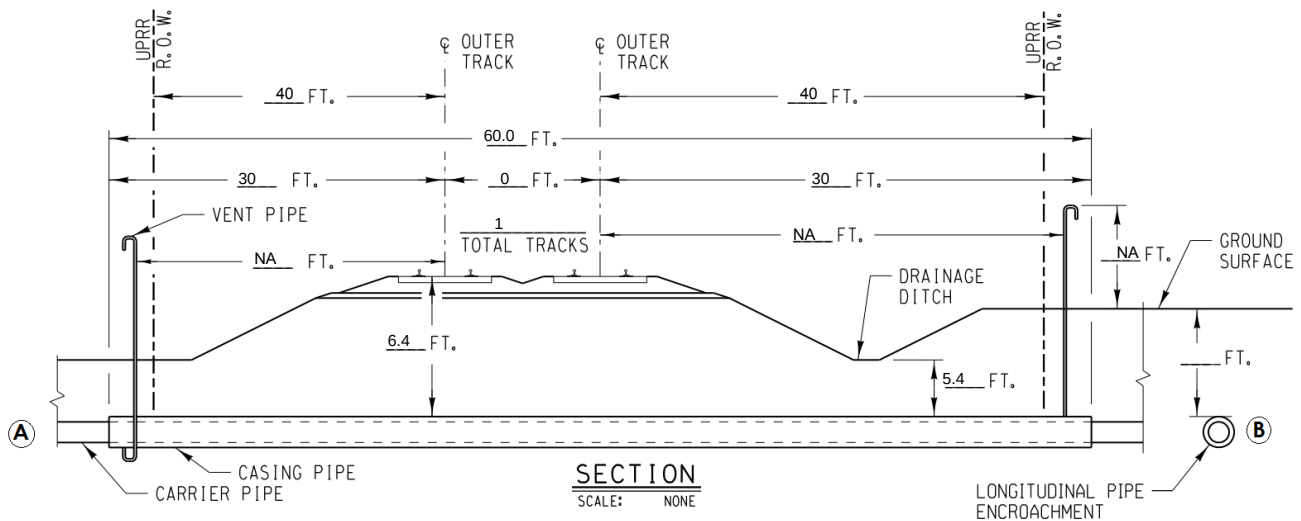
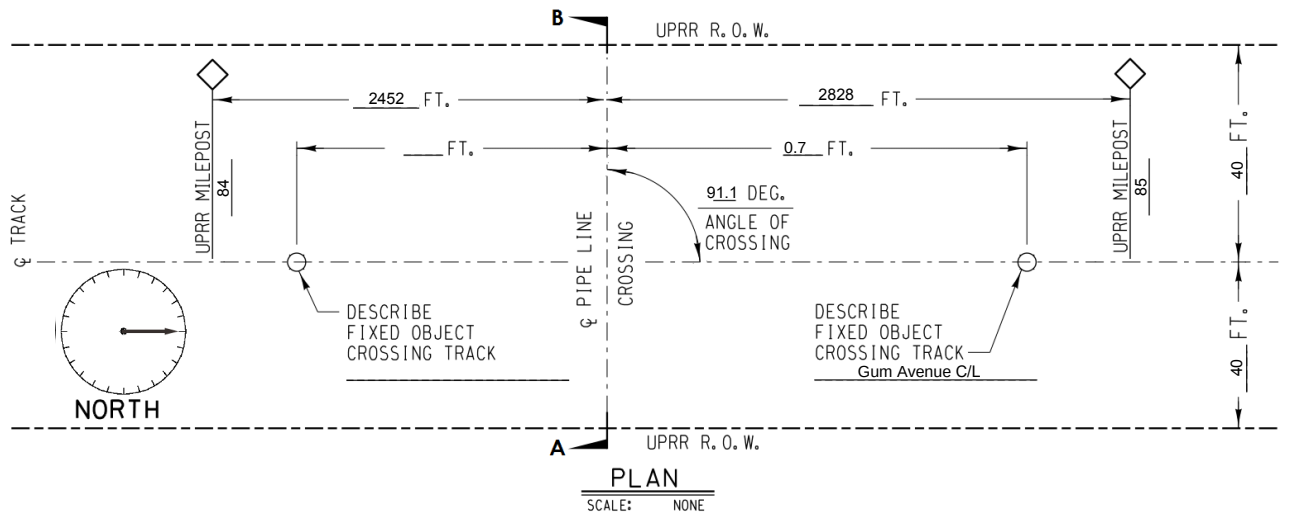
Kimberly Van
Sr. Analyst Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 50 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 60 FT.
WALL THICKNESS 0.3125 IN. DIAMETER 18 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: California No. (Leased CFNR)

TRACK TYPE: MAINLINE

M.P.: 84.46

LAT.: 38.66834

E.S.M.: 470+56 ±

LONG.: -121.7658

NEAREST CITY:

COUNTY:

STATE:

WOODLAND

YOLO

CA

APPLICANT: CITY OF WOODLAND

FILE NO.: 0325068

DATE: 11/13/2020

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 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 and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. 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. 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's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's 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) Licensor 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 Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

California Northern Railroad Company
Genesee & Wyoming Railroad Services, Inc.
 904-596-7782
gwappswest@gwrr.com

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor 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, Licensor will give Licensee written authorization to commence work.

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

[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.

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**

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 Licenser may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licenser and Licensee shall execute a Supplemental Agreement to this Pipeline 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 Licenser 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 Licenser'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. "Licenser" includes Licenser, 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 Licenser 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, Licenser, 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. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
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 LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR 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 Licensors to Licensee specifying such default, Licensors 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 Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located 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 Railroad Company 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. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **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.

F. **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

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. 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.

I. 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.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor 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.

K. The fact that insurance is obtained by 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.

END OF WATER LICENSE AGREEMENT

RailPros Flagging Rates

Standard Work Day:	
Standard 8 hour day	\$998.00
Overtime rate per hour after 8 hours	\$132.00
Nights, Weekends, and Holidays:	
Standard 8 hour day	\$1,260.00
Overtime rate per hour after 8 hours	\$151.00

This Quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

****Regional Surcharge for additional travel and Per Diem costs (effective February 10, 2018):**

Activity in the Permian Basin and nearby area has created a high demand for hotel rooms and increased other related travel expenses. As a result, we have instituted a regional surcharge to recover a portion of the increased costs. The regional surcharge is applied as follows:

- *Per Diem – An additional \$240 will be charged for each flagging day. In the event of a late notice cancellation (described in detail below) the additional Per Diem cost will also apply.*
- *Mobilization and Demobilization – An additional \$180 will be assessed for each mobilization or demobilization event in which there is a cessation of flagging services (non-continuous flagging days).*

RailPros Construction Observation Rates
--

The daily rates for said services to be provided under this Agreement are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**.....\$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days or if there is a delay during installation.
- **Construction Observation Fee**.....\$1,200/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour. Nights, Weekends, and Holidays \$1,400/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour (Requires a minimum of 10-business days’ notification).
- **Surcharge Fee**..... Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. The Project falls within such a region, therefore a surcharge of **\$0.00 per day** will be added to the invoice.

RailPros Monitoring Requirements

A. General track and ground monitoring requirements

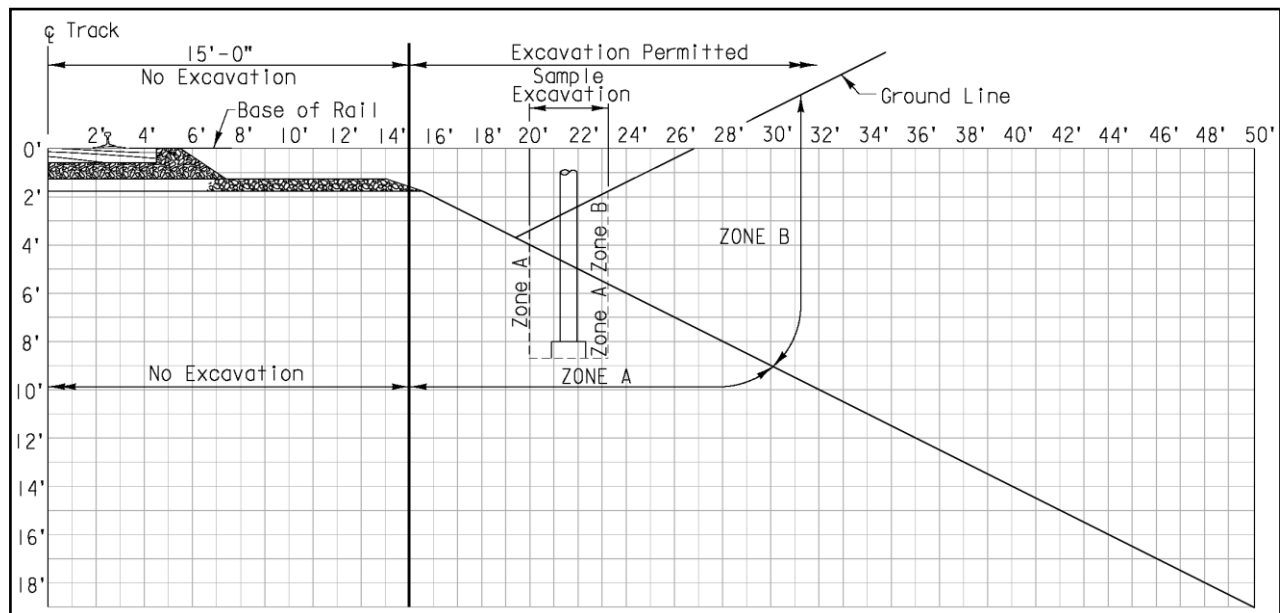
1. General requirement
 - i. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
 - ii. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements.
2. Track and ground monitoring are required as follows:
 - i. For crossings with pipe diameter and depth (below base of rail) as shown below in [Table 2-1](#).
 - ii. For shoring within Zone A of any track, as shown below in [Figure 2-1](#).
 - iii. Additional monitoring may be required by the Railroad on a case by case basis.
3. Monitoring schedule
 - i. Monitoring shall commence once any construction activity is within Zone A. See [Figure 2-1](#).
 - ii. Monitoring shall continue, after installation is complete, for 7 days or as required by the Railroad.
 - a. For large and/or shallow pipeline installations monitoring may be required for up to 30 days.

Table 2-1

Depth, feet (below base of rail)	<=6	<=12	<=18	<=24	<=30	<=36	<=42	<=48	<=54	<=60	>60
<=5	X	X	X	X	X	X	X	X	X	X	X
<=10	X	X	X	X	X	X	X	X	X	X	X
<=15	X	X	X	X	X	X	X	X	X	X	X
<=20			X	X	X	X	X	X	X	X	X
<=25					X	X	X	X	X	X	X
<=30								X	X	X	X
>30										X	X

X = Monitoring is required

Figure 2-1



B. Track Monitoring

1. Track Deflection Limits
 - i. The top of rail shall not permanently deflect more than ¼ inch vertical or horizontal.
2. Targets
 - i. Track monitoring shall not require track access other than to place the track monitoring targets.
 - ii. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
 - iii. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
 - i. If the top of rail does deflect more than 1/4 inch, all operations shall stop until the matter is resolved.
 - ii. Provide established contingency plan, [See Section 2.D](#), in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal.
 - iii. Establish a bench mark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
 - a. Example locations for shooting rail elevations would be at:
 - At the centerline of an under track crossing.
 - At both outside edges of the crossing. ie. For a wide excavation.
 - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.
 - iv. Monitoring shall be continuous and recorded in a field log book dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for Railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
 - i. Track monitoring values:
 - a. Threshold value = 1/8 inch permanent vertical or horizontal deflection
 - b. Shutdown value = 1/4 inch permanent vertical or horizontal deflection
2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
 - i. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the Railroad.
 - ii. Once the Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
 - a. The Railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the Contractor, once the Shutdown value is exceeded.



December 04, 2020
Folder: 03250-69

MARK MILLER
CITY OF WOODLAND
300 FIRST STREET
WOODLAND CA 95695

Re: Proposed One (1) 18-inch Plastic Domestic Sewage Underground Pipe Encased In 28-inch Steel Pipeline Crossing of Railroad Property at Mile Post 84.47 on the California No. (Leased CFNR) at or near Woodland, Yolo County, California

Mark Miller:

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 with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kimberly Van.

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 ktvan@up.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Van".

Kimberly Van
Sr. Analyst Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 84.47, California No. (Leased CFNR)
Location: Woodland, Yolo County, California

THIS AGREEMENT ("Agreement") is made and entered into as of December 04, 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, 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) 18-inch plastic domestic sewage underground pipe encased in 28-inch steel pipeline crossing only, including any appurtenances required for the operation of said pipeline (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 November 13, 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) 18-inch plastic domestic sewage underground pipe encased in 28-inch steel pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, 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 (Folder No. 03250-69)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF WOODLAND
300 First Street
Woodland, California, 95695

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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: _____

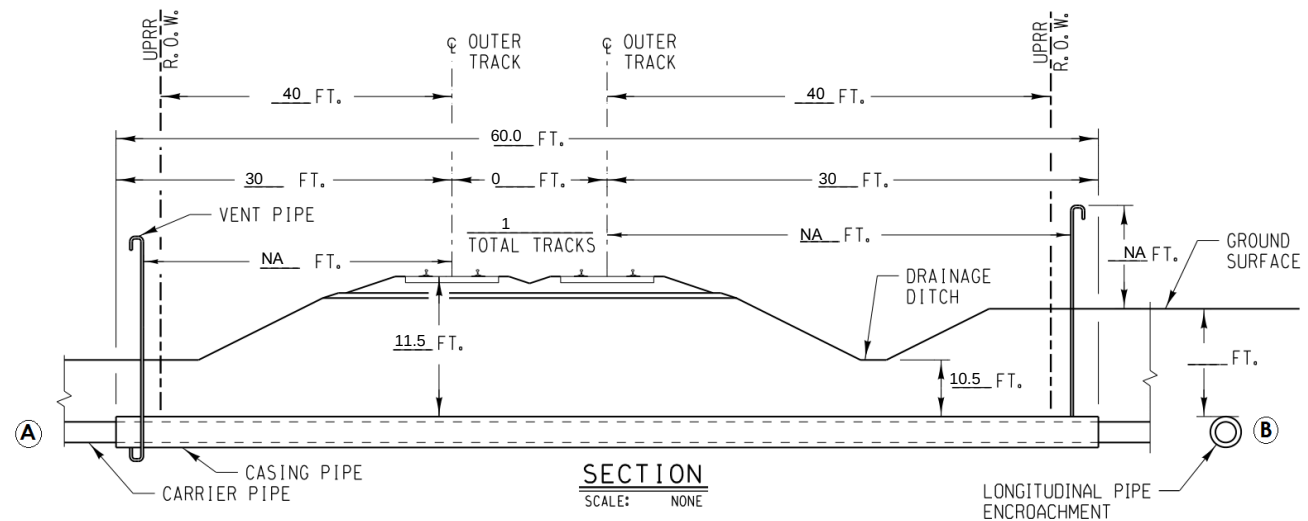
By: _____

Kimberly Van
Sr. Analyst Contracts

Name Printed: _____

Title: _____

☒ CROSSING Sewer
☐ ENCROACHMENT
☐ BOTH



1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED DOMESTIC SEWAGE.
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 18 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 60 FT.
WALL THICKNESS 0.5 IN. DIAMETER 28 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



DATE: 11/13/2020

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 Licensor to use and maintain its entire property including the right and power of Licensor 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 Licensor 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 Licensor 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 Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, 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 and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. 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. 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 Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's 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) Licensor 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 Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

California Northern Railroad Company
Genesee & Wyoming Railroad Services, Inc.
 904-596-7782
gwappswest@gwrr.com

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor 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, Licensor will give Licensee written authorization to commence work.

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

[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.

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**

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 Licenser may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licenser and Licensee shall execute a Supplemental Agreement to this Pipeline 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 Licenser 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 Licenser'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. "Licenser" includes Licenser, 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 Licenser 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, Licenser, 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 Licensor, or any property in the care, custody, or control of Licensee or Licensor;
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. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
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 LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR 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 Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located 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 Railroad Company 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. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **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.

F. **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

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. 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.

I. 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.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor 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.

K. The fact that insurance is obtained by 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.

END OF SEWER LICENSE AGREEMENT

RailPros Flagging Rates

Standard Work Day:	
Standard 8 hour day	\$998.00
Overtime rate per hour after 8 hours	\$132.00
Nights, Weekends, and Holidays:	
Standard 8 hour day	\$1,260.00
Overtime rate per hour after 8 hours	\$151.00

This Quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

****Regional Surcharge for additional travel and Per Diem costs (effective February 10, 2018):**

Activity in the Permian Basin and nearby area has created a high demand for hotel rooms and increased other related travel expenses. As a result, we have instituted a regional surcharge to recover a portion of the increased costs. The regional surcharge is applied as follows:

- *Per Diem – An additional \$240 will be charged for each flagging day. In the event of a late notice cancellation (described in detail below) the additional Per Diem cost will also apply.*
- *Mobilization and Demobilization – An additional \$180 will be assessed for each mobilization or demobilization event in which there is a cessation of flagging services (non-continuous flagging days).*

RailPros Construction Observation Rates
--

The daily rates for said services to be provided under this Agreement are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**.....\$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days or if there is a delay during installation.
- **Construction Observation Fee**.....\$1,200/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour. Nights, Weekends, and Holidays \$1,400/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour (Requires a minimum of 10-business days’ notification).
- **Surcharge Fee**..... Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. The Project falls within such a region, therefore a surcharge of **\$0.00 per day** will be added to the invoice.

RailPros Monitoring Requirements

A. General track and ground monitoring requirements

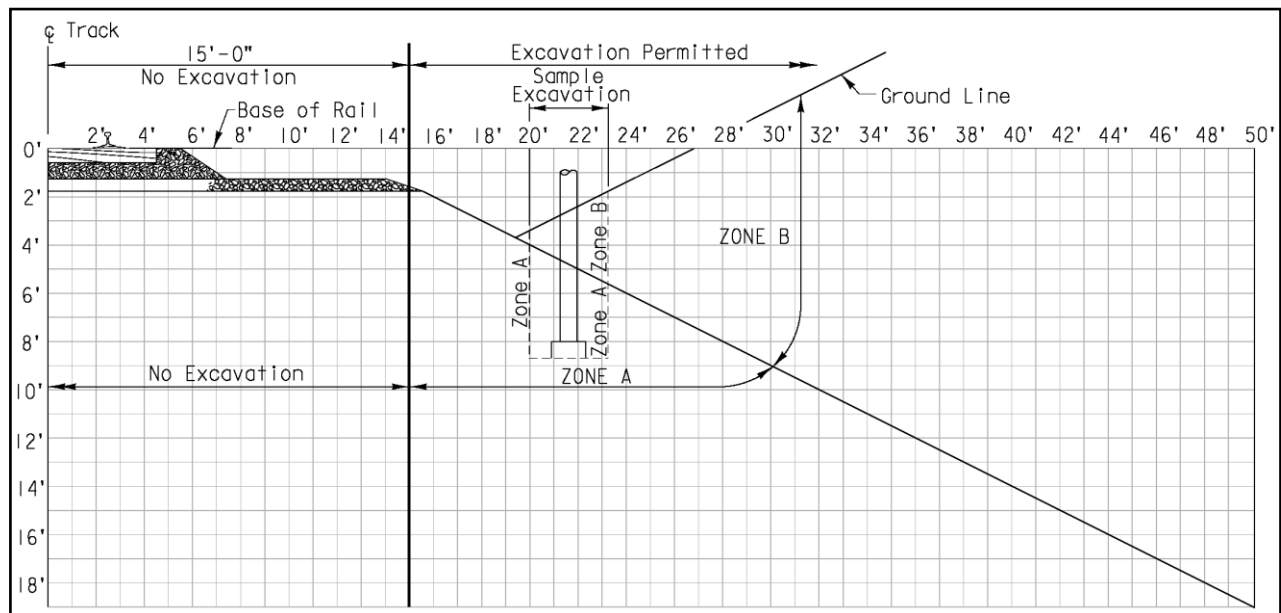
1. General requirement
 - i. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
 - ii. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements.
2. Track and ground monitoring are required as follows:
 - i. For crossings with pipe diameter and depth (below base of rail) as shown below in [Table 2-1](#).
 - ii. For shoring within Zone A of any track, as shown below in [Figure 2-1](#).
 - iii. Additional monitoring may be required by the Railroad on a case by case basis.
3. Monitoring schedule
 - i. Monitoring shall commence once any construction activity is within Zone A. See [Figure 2-1](#).
 - ii. Monitoring shall continue, after installation is complete, for 7 days or as required by the Railroad.
 - a. For large and/or shallow pipeline installations monitoring may be required for up to 30 days.

Table 2-1

Depth, feet (below base of rail)	<=6	<=12	<=18	<=24	<=30	<=36	<=42	<=48	<=54	<=60	>60
<=5	X	X	X	X	X	X	X	X	X	X	X
<=10	X	X	X	X	X	X	X	X	X	X	X
<=15	X	X	X	X	X	X	X	X	X	X	X
<=20			X	X	X	X	X	X	X	X	X
<=25					X	X	X	X	X	X	X
<=30								X	X	X	X
>30										X	X

X = Monitoring is required

Figure 2-1



B. Track Monitoring

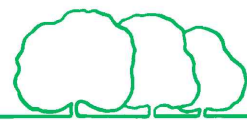
1. Track Deflection Limits
 - i. The top of rail shall not permanently deflect more than ¼ inch vertical or horizontal.
2. Targets
 - i. Track monitoring shall not require track access other than to place the track monitoring targets.
 - ii. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
 - iii. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
 - i. If the top of rail does deflect more than 1/4 inch, all operations shall stop until the matter is resolved.
 - ii. Provide established contingency plan, [See Section 2.D](#), in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal.
 - iii. Establish a bench mark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
 - a. Example locations for shooting rail elevations would be at:
 - At the centerline of an under track crossing.
 - At both outside edges of the crossing. ie. For a wide excavation.
 - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.
 - iv. Monitoring shall be continuous and recorded in a field log book dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for Railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

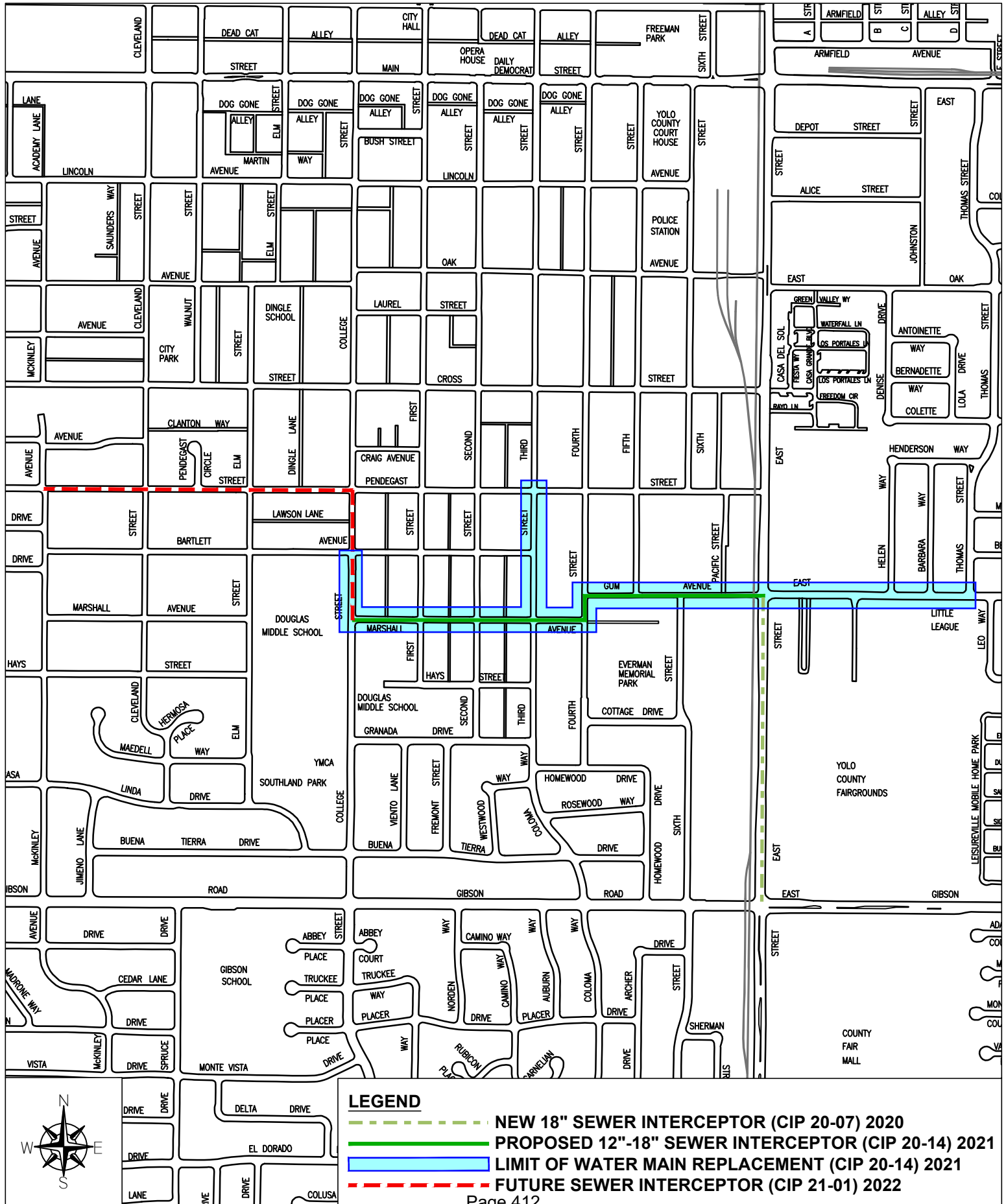
D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
 - i. Track monitoring values:
 - a. Threshold value = 1/8 inch permanent vertical or horizontal deflection
 - b. Shutdown value = 1/4 inch permanent vertical or horizontal deflection
2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
 - i. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the Railroad.
 - ii. Once the Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
 - a. The Railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the Contractor, once the Shutdown value is exceeded.



2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT

CIP 20-14





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: H.24
SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE TO MARCH 2, 2021 - Merritt
3/8 Development Agreement Rescindment and Reassignment

Recommendation for Action: Public Hearing - Open and Continue to March 2, 2021.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: I.25
SUBJECT: Update on COVID-19 Response and Preparedness

Recommendation for Action: Staff recommends that the City Council receive an update and discuss the current status of the COVID-19 pandemic and the community's actions to prepare and respond to issues resulting from the emergency. As part of the update, Yolo County Health Officer, Dr. Amiee Sisson, will be providing updated information on the current Health Orders, status of the coronavirus cases in the community, as well as the latest information regarding distribution of the vaccines.

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: February 16, 2021
ITEM #: I.26
SUBJECT: Pendegast Street and Bartlett Avenue Neighborhood Traffic Calming

Recommendation for Action: Staff recommends that the City Council 1) Receive an update on the results of the neighborhood review and approval of the traffic calming plan and 2) Direct staff to complete the plans and specifications consistent with the November 10 letter to the residents and return to Council for approval of the bid package.

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) to Project CIP 19-06 to review and update the city's Traffic Calming Program and fund critical traffic calming improvements, of which approximately \$85,000 remains.

The total estimated cost for the Pendegast neighborhood traffic calming is approximately \$55,000. Per Council direction, staff is also processing a separate request, utilizing this same budget, on West Street with an estimated cost of at least \$70,000. Staff has included a request for additional program funding as part of the FY 2022 budget process.

Background:

Council adopted the current Traffic Calming Program in July 2020, which was based upon the review and comparison of 25 other similarly sized and situated California cities and upon the interim approval and subsequent revision to the Program based upon lessons learned.

In October 2020, staff provided an update to Council on the Program and notification of the receipt of a petition for traffic calming from the Pendegast/Bartlett neighborhood. This petition requested the consideration of active traffic calming on Pendegast Street, between West and College streets, and on Bartlett Avenue, between McKinley Avenue and Elm Street. The petition specifically requested speed cushions on each block of these corridors to address vehicles traveling on these streets above the posted speed limit.

At that meeting, staff provided Council the initial study results indicating that the Pendegast corridor did not meet standards for active traffic calming and that no study had been performed on Bartlett. Council provided direction to staff to continue processing this request for active traffic calming. The understanding was that staff would send the plan to the neighborhood residents for a vote and if approved, staff would have project documents prepared for construction and would return to Council for approval and permission to proceed with bidding the improvements.

Discussion:

Pursuant to that direction, staff mailed a notice to all residents that would be directly affected by the installation of speed cushions on these two corridors. The notice informed residents that to continue with implementation

of the traffic calming improvements, an approval response from at least 75% of parcels fronting the calmed streets was needed. The notice required that written statements of support be submitted to the City. The 75% approval response is a threshold of the City's newly adopted Traffic Calming Plan. While a majority of the responses received were in support of the improvements, as of the extended response deadline the 75% approval threshold had not been met.

The following is a summary of responses received (see Attachment 1 for details).

67% Support

4% Oppose

29% No Response

Given the substantial neighborhood support for the plan and significant number of non-responses, staff feels the proposed improvements warrant Council consideration to proceed with implementation. Furthermore, as the City's new Traffic Calming Program is still in its pilot phase, there remain areas where we continue to identify ways to clarify and improve the process. The following items were identified as part of this process and further substantiate the basis for staff recommendation.

Items for Consideration

The following items are provided for the Council's consideration as they may have affected the responses and/or the response rate for the notice.

1. The notice mailed by the City did not request, or require, submission of a note of opposition, only that approval be provide in writing. This left ambiguity in how the non-responses are treated. Some residents understood non-response to be the same as opposition, others as indifference.

- o As the policy required written approval of 75% of the parcels, differentiating the non-response may not be critical to determining approval, but does leave question as to the determination of opposition versus indifference to the plan.

2. The notice stated that the approval was needed from parcels "fronting" the affected street. This left ambiguity with some residents as to whether responses were needed from parcels that had side yards on the corridor.

- o Staff notes that the terminology was not as clear as it could have been but that the intent was to include the corner parcels that may be addressed on the side street as they would be impacted the same as other parcels on the corridor.

- o Staff also notes that when the calculation of approval is performed without these parcels the only change to the data summary is that the approval rate changes from 67% to 68%.

3. The current threshold for approval of 75% was the result of changing the initially proposed 25% protest after the failure of the pilot project on Buena Tierra (notices were sent and no opposition was received but when the project began the residents petitioned to stop the project). The goal with the change in threshold from 25% opposition was to ensure residents were informed, and truly supportive, of the plan. The 75% was chosen as it was the reverse of the original proposal.

- o Staff notes that the old City Traffic Calming Program threshold was 60% - which this project would meet.

- o Staff also notes that during the evaluation of the new criteria, the average approval required by other agencies was 67% (the range was from 60-75%)

4. There was some frustration shared with staff by residents that the approval was based on all parcels as

opposed to just those that responded.

o Staff notes that if only the responding parcels were counted, it does not ensure residents are informed, and supportive, of the project and it would have a higher potential to end similarly to the Buena Tierra pilot project. In the case of Buena Tierra, the City moved forward with the traffic calming project based on lack of opposition. During construction the residents petitioned to end the project and the City had to issue a change order to the Contractor to reverse the work performed for the project.

o Staff does offer that 70% of the parcels in the area responded and of the responses, 94% were supportive of the project compared to only 6% in opposition. However, having not requested responses from parcels in opposition, it should be noted that there could be additional residents that are not supportive of the project.

Given the results of the approval process and these considerations, staff believes the City Council should consider providing direction to staff to proceed with the traffic calming measures on these two blocks as proposed. Alternatively, the Council could consider directing staff to implement speed cushions only on the individual blocks that met the 75% response threshold. Staff does not recommend this option as it would likely result in a negligible reduction in the traffic speeds on these two streets. If approved as recommended, staff will return to City Council in the coming months with plans and specifications for approval and authorization to bid.

Conclusion:

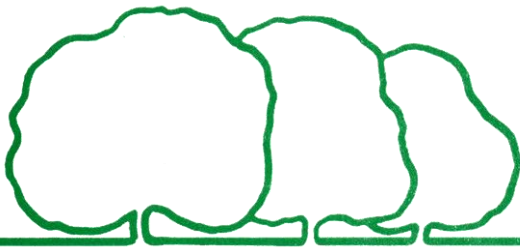
Staff recommends that the City Council 1) Receive an update on the results of the neighborhood review and approval of the traffic calming plan and 2) Direct staff to complete the plans and specifications consistent with the November 10 letter to the residents and return to Council for approval of the bid package.

A handwritten signature in black ink, appearing to read "Brent Meyer", with a long horizontal flourish extending to the right.

Brent Meyer
Acting Community Development Director/City Engineer

Attachments:

1. Neighborhood Approval Request 11-10-20
2. Primary Area Responses



City of Woodland

Community Development Department Engineering • 300 First Street Woodland, CA 95695 • (530) 661-5820 • www.cityofwoodland.org

November 10, 2020

Dear Owner/Resident:

In response to concerns raised by your neighborhood about vehicle speeds, the Woodland City Council recently directed staff to implement traffic calming on Pendegast Street, Bartlett Avenue and Southwood Drive. The specific measures are shown in the enclosed exhibit. **Implementation of the proposed plan requires the support of at least 75% of the parcels fronting the calmed streets.**

Please review the enclosed exhibit and if you support the plan as shown, **please submit a written statement of support by 5:00 pm on December 4, 2020.** Your statement can be as simple as "I support the proposed traffic calming plan for Pendegast St/Bartlett Ave/Southwood Dr." or your name, address, signature and "Approved" written on this notice. The statement of support must include your name and address, indication of your approval of the proposed plan and your signature.

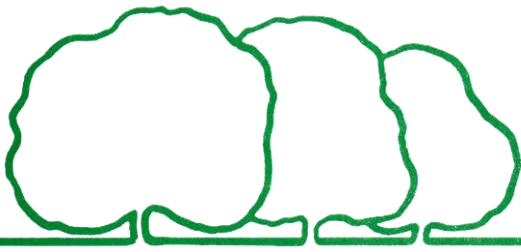
You may submit your statement via any of the following methods:

1. **Mail:** Katie Wurzel, 300 First Street, Woodland, CA 95695
2. **Hand Delivery:** Community Development Department, 300 First Street, Woodland
3. **Electronic Delivery:** Scan or photograph your signed statement and email it to Katie.Wurzel@cityofwoodland.org

If you have any questions, please contact me.

Respectfully,

Katie Wurzel, P.E., T.E.
Principal Civil Engineer
City Traffic Engineer



City of Woodland

Community Development Department Engineering • 300 First Street Woodland, CA 95695 • (530) 661-5820 • www.cityofwoodland.org

10 de noviembre de 2020

Estimado Propietario/Residente,

El Concejo Municipal de Woodland ordenó al personal de la ciudad de Woodland que implementara medidas para la reducción de velocidad del tráfico en Pendegast Street, Bartlett Avenue y Southwood Drive en respuesta a preocupaciones planteadas por su vecindario sobre la velocidad de vehículos en estas calles. Las medidas se muestran en la exposición adjunta. **La implementación del plan propuesto requiere el apoyo de al menos el 75% de las parcelas que da a las calles mencionadas.**

Por favor revise la exhibición adjunta y si apoya el plan, envíe una declaración de apoyo por escrito antes de las 5:00 pm del 4 de diciembre del 2020. Su declaración puede ser simple como "Apoyo el plan para la reducción de velocidad del tráfico para la calle Pendegast St/Bartlett Ave/Southwood Dr." o escriba su nombre, dirección, firma y "Aprobado" en este aviso. La declaración de apoyo debe incluir su nombre y dirección, indicación de su aprobación del plan y su firma.

Puede enviar su declaración a través de cualquiera de los siguientes métodos:

1. **Por Correo:** Katie Wurzel, 300 First Street, Woodland, CA 95695
2. **Entrega a mano:** Departamento de Desarrollo Comunitario, 300 First Street, Woodland
3. **Entrega electrónica:** escanee o fotografíe su declaración firmada y envíela por correo electrónico a Katie.Wurzel@cityofwoodland.org

Si tiene alguna pregunta, por favor póngase en contacto conmigo.

Respetuosamente,

Katie Wurzel, P.E., T.E.
Principal Civil Engineer
City Traffic Engineer

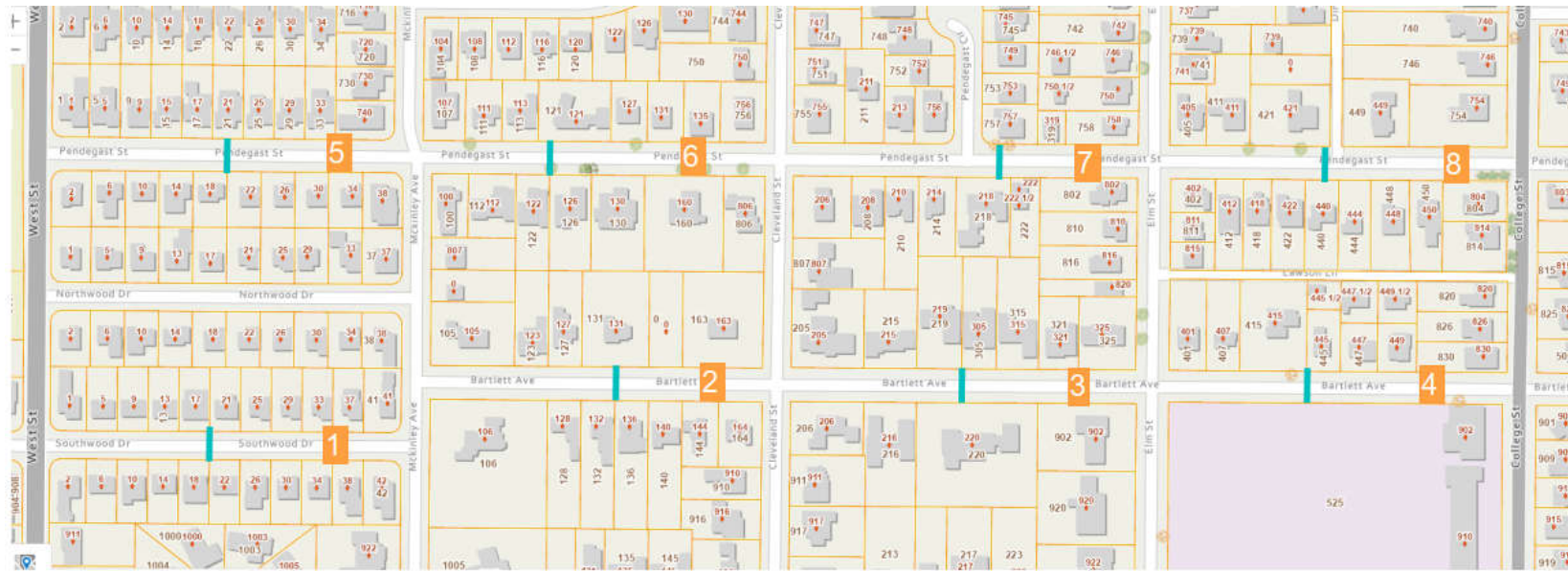
Proposed Pendegast Street & Bartlett Avenue Traffic Calming



Features:

-  Proposed Speed Hump Location

Pendegast Traffic Calming



— Proposed Speed Hump Location

Block / Street		Total Properties	Approvals Received	% Approval Received	Opposition Received*	% Opposition Received*
1	Southwood	22	11	50%	1	5%
2	Bartlett	12	8	67%	1	8%
3	Bartlett	11	6	55%	0	0%
4	Bartlett	7	6	86%	1	14%
5	Pendegast	20	13	65%	0	0%
6	Pendegast	15	12	80%	0	0%
7	Pendegast	14	9	64%	1	7%
8	Pendegast	14	12	86%	1	7%
Southwood/Bartlett Corridor		52	39 31	60%	3	6%
Pendegast Corridor		63	48 46	73%	2	3%
Corridors Combined		115	87 77	67%	5	4%

Note: This exhibit was included in a notice to residents that the issue would be on the February 16 Council Agenda.

The table had a math error that is corrected here in red.

*It was not required or requested that residents submit a "No" or "Opposition" vote only that "Approvals" be submitted. Oppositions noted as received are only those that submitted written notices of opposition.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: I.27
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Adopt CEQA Findings of Fact, adopt a Statement of Overriding Considerations, adopt a Mitigation Monitoring Plan, Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and approve the Woodland Flood Risk Reduction Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1. Adopt CEQA Findings of Fact, and 2. Adopt the Statement of Overriding Considerations, and 3. Adopt the Mitigation Monitoring Plan, and 4. Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and 5. Approve the Woodland Flood Risk Reduction Project.

Staff Contact:

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

Fiscal Impact:

The work included in development of the Environmental Impact Report (EIR) is cost shared under the California Department of Water Resources (DWR) – Urban Flood Risk Reduction Grant. An amendment to the UFRR grant is being coordinated with DWR to fully cost share in the development of the EIR.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

Lower Cache Creek downstream from Clear Lake has a history of flooding and has experienced multiple flood events since the mid-1900s. Most recently, in February 2019, the Cache Creek levees overtopped, causing road closures around Woodland and resulting in flood-fighting efforts to ensure the levees did not fail. The current level of flood protection from Lower Cache Creek flood events is not adequate and poses risk to public health and safety as well as economic damages to property and infrastructure within Woodland and surrounding areas.

The City's primary objective is to implement a project to meet the State of California's Urban Level of Flood Protection (ULOP) criteria and the Federal Emergency Management Agency (FEMA) 100-year levee certification criteria for the city. The current facilities do not meet the flood protection levels required by the State's ULOP requirements (200-year protection), nor provide necessary protection to the City to obtain FEMA certification to remove the City from the mapped floodplain (100-year protection).

The Army Corps of Engineers led Lower Cache Creek Feasibility Study has completed the Agency Decision Milestone (ADM) and is nearing the Feasibility Level Design Milestone (February 2021). The schedule for the LCCFS anticipates completion of the Washington Level Review with the Chief's Report Milestone on June 30,

2021. The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. Additionally, local modifications may be necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5.

The Corps evaluated multiple alternatives through the Federal National Economic Development planning process and for the purposes of complying with the National Environmental Policy Act. The Corps has completed the supplemental environmental impact statement for Alternative 2A. The Proposed Project for the City's purposes and for complying with CEQA consist of the following improvements, which are the same as Alternative 2A being evaluated by the Corps:

- Installation of an approximately 5.5-mile-long earthen levee and a drainage channel along Woodland's northern boundary to redirect overland flood flows to the CCSB and the City's North Drainage Canal.
- Installation of an inlet weir in the existing CCSB west levee to allow conveyance of flood flows into the CCSB.
- Degrading the southernmost 3,000 feet of the CCSB training levee to accommodate flood flows entering the CCSB over the proposed weir.
- Construction of elevated crossings or closure structures where the new levee crosses existing roads or railroad tracks, and installation of culverts at road and railroad crossings to facilitate conveyance of flood flows in the proposed drainage channel.

The City, in partnership with DWR, is also proposing drainage improvements and a non-structural plan as part of the Proposed Project that would include implementation of additional measures in conjunction with the proposed flood system improvements to benefit properties north of the city (north of the new levee and drainage channel). The City would work with individual property owners to identify appropriate site-specific methods and techniques to reduce flood risk and flood damages in this area. These measures may include providing funding to implement measures to raise or flood-proof structures, purchase flowage easements, or provide funding to subsidized flood insurance. The City also would continue to coordinate with Yolo County and DWR to ensure the existing Cache Creek levees continue to be maintained as currently required and recommended in the Lower Cache Creek Feasibility Study if the Proposed Project is implemented.

The development of the EIR for the Woodland Flood Risk Management Project was closely coordinated with the Corps preparation of the Supplemental Environmental Impact Statement. The EIR was circulated for public comment beginning March 23, 2020. The public comment period was originally scheduled to end on June 20, 2020 but was extended to August 14, 2020 due to the Covid-19 pandemic. In response to the draft EIR, 23 comment letters were received from 17 individual commenters. Several of the comments had similar themes and master responses were included to respond to the common comments.

Discussion:

The Woodland Flood Risk Reduction Project (Alternative 2A) is the product of several years of evaluation under the LCCFS as to the most effective method of providing flood risk reduction to Woodland. Approximately 26 alternatives were considered of which some of them were modified or combined with other alternatives. Of the alternatives considered, only two met Corps criteria for moving forward, Alternative 2A and Alternative 2C. Both alternatives, along with the "do nothing" alternative were analyzed in the EIR.

The Woodland Flood Control Advisory Committee (Committee) has met several times over the past years to review the LCCFS alternatives and has expressed support for the Modified Alternative 2A at the meeting on August 12, 2016. The Committee recommended inclusion of the following into the letter: request that the

Corps feasibility study reaffirm 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 and request that the Corps, DWR, and City develop non-structural actions that can reduce flood risk for structures located north of the proposed levee. The project does include non-structural measures for structures that remain in the floodplain north of the proposed levee.

The Committee met on February 4, 2021 to discuss any questions on the EIR or responses to comments and review the overall schedule. Key points in the schedule include: certification of the EIR and approval of the project on February 16, 2021, expected completion of the LCCFS with the Chief's Report around June 30, 2021, Congressional Authorization with the next Water Resources Development Act, expected in 2022. A committee member made a motion to request Council delay the certification of the EIR by 60 days to allow for the responses to comments to be reviewed; but the motion failed to get a second. A motion was then made to request a 30 day delay; the motion was seconded, but did not get the votes to carry and the motion therefore failed. A link to a recording of the committee's February 4th meeting can be found at: <http://www.cityofwoodland.org/672/Flood-Control-Advisory-Committee>. The CEQA process does not include a provision to provide a public comment period to comment on the responses. The public comment period for the draft EIR was extended for 144 days, substantially longer than the minimum 45 days required by CEQA. Additionally, the majority of comments received during the public comment period are similar to those received, and responded to over the past several years.

The City is the lead agency and prepared the draft EIR and final EIR in accordance with CEQA Guidelines. The Findings of Fact and Statement of Overriding Considerations supports the lead agency's certification of the EIR for the Woodland Flood Risk Management Project in accordance with CEQA Section 21000 and CEQA Guidelines, Title 14, California Code of Regulations, Section 15000. Approval of the project does not authorize a construction contract. There are a numerous steps and many years remaining in the process after EIR certification before construction of the Woodland Flood Risk Management Project could begin, including; completion of the LCCFS, Congressional Authorization, securing funding/financing, engineering / design, and potential supplemental environmental document, bid authorization and award.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, to: 1. Adopt CEQA Findings of Fact, and 2. Adopt the Statement of Overriding Considerations, and 3. Adopt the Mitigation Monitoring Plan, and 4. Certify the Final Environmental Impact Report for the Woodland Flood Risk Management Project, and 5. Approve the Woodland Flood Risk Reduction Project.

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

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



Ken Hiatt
City Manager

Attachments:

1. Woodland_FRMP_Findings_SOC_stacked

2. Resolution Certifying Flood Risk Project EIR and Approving Project-Final-c1

WOODLAND FLOOD RISK MANAGEMENT PROJECT

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

STATE CLEARINGHOUSE #2015062075

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February 2021

ICF. 2021. *Woodland Flood Risk Management Project Findings of Fact and Statement of Overriding Considerations*. February. (ICF 00244.19)
Sacramento, CA. Prepared for the City of Woodland, Woodland, CA.

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Acronyms and Abbreviations

CCSB	Cache Creek Settling Basin
CEQA	California Environmental Quality Act
City	City of Woodland
CVFPB	Central Valley Flood Protection Board
DWR	Department of Water Resources
EIR	environmental impact report
FEMA	Federal Emergency Management Agency
LSDN Team	Lower Sacramento River-Delta North Regional Flood management team
MMRP	Mitigation Monitoring and Reporting Program
Public Res. Code	California Public Resources Code
Project	Woodland Flood Risk Management Project
USACE	U.S. Army Corps of Engineers
VMT	vehicle miles traveled

Document Purpose

The City of Woodland (City) has prepared this Findings of Fact and Statement of Overriding Considerations for the Woodland Flood Risk Management Project (Project) as lead agency in accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code [Public Res. Code] Section 21000 et seq.) and the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 et seq.) The document supports the lead agency's certification of the Project's final environmental impact report (EIR) and adoption of its preferred alternative, Alternative 2A (hereinafter, "the Project"). It also contains a brief summary of the Project, which provides flood system improvements to reduce the risks to public health and safety, property, and infrastructure for the city of Woodland from flooding on Lower Cache Creek.

Further, as directed by Public Res. Code Section 21081, this document contains the City's findings concerning each significant environmental effect of the Project identified during the CEQA process (Table 1). It also explains the specific overriding economic, legal, social, technological, or other benefits of the Project that outweigh the significant effects on the environment, providing rationale in support of the City's determination that the benefits of the selected alternative outweigh its unavoidable significant environmental effects.

The complete project location, description, and environmental effects analysis are contained in the Woodland Flood Risk Management Project Public Draft EIR and Final EIR. The Draft EIR was released for public review on March 23, 2020. The Final EIR was sent to commenting public agencies on February 5, 2021 and was certified by the City in accordance with CEQA Guidelines Section 15090 on February 16, 2021. Hereinafter, the term "Final EIR" includes the Draft EIR, errata, Final EIR, Mitigation Monitoring and Reporting Program (MMRP) (Appendix A), and all appendices. Having received, reviewed, and considered the Final EIR, as well as all other information in the administrative record on this matter, the following findings are made, and a statement of overriding considerations adopted by the City in its capacity as the CEQA lead agency.

Table 1. Summary of All Project Impacts and Mitigation Measures

Finding	Mitigation Measure	Finding with Mitigation
Impact HYDRO-1: Substantially alter the existing drainage pattern of the site or area in a manner that would result in substantial erosion or siltation onsite or offsite		
Less than significant	None required	—
Impact HYDRO-2: Substantially alter the existing drainage pattern of the site or area in a manner that would substantially increase the rate or amount of surface runoff resulting in flooding onsite or offsite		
Less than significant	None required	—
Impact HYDRO-3: Increase siltation in the Cache Creek Settling Basin		
Less than significant	None required	—
Impact HYDRO-4: Create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff		
Less than significant	None required	—
Impact HYDRO-5: Impede or redirect flood flows resulting in increased inundation levels		
Less than significant	None required	—
Impact WQ-1: Violation of water quality standards or waste discharge requirements or substantial degradation of surface water or groundwater quality		
Significant	<i>Mitigation Measure WQ-1: Prepare and implement a Bentonite Slurry Spill Contingency Plan</i>	Less than significant
Impact WQ-2: Substantial decrease in groundwater supplies or substantial interference with groundwater recharge such that the project may impede sustainable groundwater management of the basin		
Less than significant	None required	—
Impact WQ-3: Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan		
Less than significant	None required	—
Impact WQ-4: In flood hazard zones, risk of release of pollutants as a result of project inundation		
Less than significant	None required	—
Impact GEO-1: Substantial adverse effects, including the risk of loss, injury, or death involving the risk of surface fault rupture		
Less than significant	None required	—
Impact GEO-2: Substantial adverse effects, including the risk of loss, injury, or death involving the risk of strong seismic ground shaking and associated ground failure		
Less than significant	None required	—
Impact GEO-3: Accelerated erosion and sedimentation resulting from construction-related ground disturbance		
Less than significant	None required	—
Impact GEO-4: Loss of topsoil		
Less than significant	None required	—
Impact GEO-5: Slope failure during levee wall, drainage channel, and floodwall construction		
Less than significant	None required	—

Finding	Mitigation Measure	Finding with Mitigation
Impact GEO-6: Structural damage and injury resulting from development on expansive soils		
Less than significant	None required	—
Impact GEO-7: Damage to paleontological resources as a result of project construction		
Significant	<i>Mitigation Measure GEO-1: Monitor for discovery of paleontological resources, evaluate found resources, and prepare and follow a recovery plan for found resources</i>	Less than significant
Impact GEO-8: Loss of availability of a known mineral resource of regional or local importance as a result of project construction		
Less than significant	None required	—
Impact GEO-9: Loss of a known mineral resource of regional or local importance as a result of placement of proposed project		
Less than significant	None required	—
Impact GEO-10: Exposure to hazards associated with subsurface gas		
Less than significant	None required	—
Impact BIO-1: Potential disturbance or mortality of vernal pool branchiopods and their habitat		
Significant	<i>Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources, Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees, Mitigation Measure BIO-3: Conduct periodic biological monitoring, Mitigation Measure BIO-4: Assume presence of vernal pool branchiopods or conduct protocol-level surveys and implement avoidance and minimization measures as applicable or vernal pool branchiopods, and Mitigation Measure BIO-5: Avoid impacts on vernal pool branchiopods and their habitat</i>	Less than significant
Impact BIO-2: Potential disturbance or mortality of valley elderberry longhorn beetle and its habitat		
Significant	<i>Mitigation Measure BIO-2, Mitigation Measure BIO-6: Conduct a focused survey for elderberry shrubs within 50 meters of the project footprint, Mitigation Measure BIO-7: Implement avoidance measures to protect valley elderberry longhorn beetle and its habitat outside permanent impact areas, and Mitigation Measure BIO-8: Provide compensatory mitigation for impacts on valley elderberry longhorn beetle</i>	Less than significant

Finding	Mitigation Measure	Finding with Mitigation
Impact BIO-3: Potential disturbance or mortality of western pond turtle		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, and Mitigation Measure BIO-9: Conduct preconstruction surveys for western pond turtle and monitor construction activities if turtles are observed</i>	Less than significant
Impact BIO-4: Potential disturbance or mortality of or loss of habitat for giant garter snake		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-10: Restore temporarily disturbed giant garter snake aquatic and upland habitat to pre-project conditions, Mitigation Measure BIO-11: Compensate for permanent loss of giant garter snake habitat, Mitigation Measure BIO-12: Avoid and minimize construction impacts on giant garter snake, and Mitigation Measure BIO-13: Avoid and minimize potential impacts from operation and maintenance activities on giant garter snake and its habitat</i>	Less than significant
Impact BIO-5: Potential disturbance or mortality of nesting Swainson's hawk and white-tailed kite and loss of nesting and foraging habitat		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-14: Conduct vegetation removal activities outside the breeding season for birds, Mitigation Measure BIO-15: Conduct focused surveys for nesting Swainson's hawk prior to construction and implement protective measures during construction, and Mitigation Measure BIO-16: Compensate for the permanent loss of foraging habitat for Swainson's hawk</i>	Less than significant
Impact BIO-6: Potential disturbance or mortality of nesting special-status and non-special-status birds and removal of suitable breeding habitat		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-14, Mitigation Measure BIO-17: Conduct nesting surveys for special-status and non-special-status birds and implement protective measures during construction, and Mitigation Measure BIO-18: Avoid and minimize construction and operation and maintenance impacts on western yellow-billed cuckoo and least Bell's vireo and their habitat</i>	Less than significant

Finding	Mitigation Measure	Finding with Mitigation
Impact BIO-7: Potential injury, mortality or disturbance of tree-roosting bats and removal of roosting habitat		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, and Mitigation Measure BIO-19: Identify suitable roosting habitat for bats and implement avoidance and protective measures</i>	Less than significant
Impact BIO-8: Potential disruption of wildlife movement corridors		
Less than significant	None required	—
Impact BIO-9: Potential for construction activities to result in removal of special-status plants		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, Mitigation Measure BIO-20: Conduct special-status plants surveys, and Mitigation Measure BIO-21: Avoid or compensate for impacts on special-status plants</i>	Less than significant
Impact BIO-10: Potential for construction activities to result in indirect impacts on riparian habitat		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, and Mitigation Measure BIO-3</i>	Less than significant
Impact BIO-11: Potential for construction activities to result in loss of valley oak woodland		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, Mitigation Measure BIO-22: Conduct a native tree survey prior to construction, and Mitigation Measure BIO-23: Protect native trees during construction</i>	Less than significant
Impact BIO-12: Potential for construction activities to result in fill of non-wetland waters of the United States/waters of the state		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, and Mitigation Measure BIO-24: Compensate for fill of wetlands and non-wetland waters of the United States/waters of the state</i>	Less than significant
Impact BIO-13: Potential for construction activities to result in fill of wetlands		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, Mitigation Measure BIO-3, and Mitigation Measure BIO-24</i>	Less than significant
Impact BIO-14: Conflict with provisions of an adopted HCP/NCCP or other approved local, regional, or state habitat conservation plan		
Less than significant	None required	—
Impact BIO-15: Potential for construction activities to introduce and spread invasive species		
Significant	<i>Mitigation Measure BIO-1, Mitigation Measure BIO-2, and Mitigation Measure BIO-25: Avoid the introduction and spread of invasive plants during construction</i>	Less than significant

Finding	Mitigation Measure	Finding with Mitigation
Impact LU-1: Physical division of an established community		
Less than significant	None required	—
Impact LU-2: Conflict with land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental effect		
Less than significant	None required	—
Impact AG-1: Conversion of Farmland to nonagricultural use		
Significant	<i>Mitigation Measure AG-1: Conserve Farmland (Prime Farmland and Unique Farmland)</i>	Significant and unavoidable
Impact AG-2: Conflict with existing zoning for agricultural use or with a Williamson Act contract		
Less than significant	None required	—
Impact AG-3: Other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to nonagricultural use		
Less than significant	None required	—
Impact AQ-1: Conflict with or obstruct implementation of the applicable air quality plan		
Less than significant	None required	—
Impact AQ-2: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard		
Significant	<i>Mitigation Measure AQ-1: Implement fugitive dust control best management practices</i>	Less than significant
Impact AQ-3: Expose sensitive receptors to substantial pollutant concentrations		
Significant	<i>Mitigation Measure AQ-1</i>	Less than significant
Impact AQ-4: Result in other emissions (such as those leading to odors) affecting a substantial number of people		
Less than significant	None required	—
Impact GHG-1: Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment		
Significant	<i>Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction and Mitigation Measure GHG-2: Implement measures to reduce GHG emissions from operations and maintenance activities</i>	Less than significant
Impact GHG-2: Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases		
Significant	<i>Mitigation Measure GHG-1 and Mitigation Measure GHG-2</i>	Less than significant
Impact NOI-1: Generation of substantial temporary or permanent increase in ambient noise levels in the project vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies		
Less than significant	None required	—
Impact NOI-2: Generation of excessive groundborne vibration or groundborne noise levels		
Less than significant	None required	—

Finding	Mitigation Measure	Finding with Mitigation
Impact CUL-1: Potential to cause a substantial adverse change in the significance of a historical resource		
Significant	<i>Mitigation Measure CUL-1: Evaluation of resources 50 years or older in the event of floodproofing</i>	Less than significant
Impact CUL-2: Change in the significance of an archaeological resource		
Significant	<i>Mitigation Measure CUL-2: Implement inadvertent discovery procedures</i>	Less than significant
Impact CUL-3: Disturbance of Native American and historic-period human remains		
Significant	<i>Mitigation Measure CUL-3: Implement human remains discovery procedures</i>	Less than significant
Impact TCR-1: Potential to cause a substantial adverse change in the significance of a tribal cultural resource		
Significant	<i>Mitigation Measure TCR-1: Implement measures in Yocha Dehe Cultural Resources Treatment Protocol and Mitigation Measure TCR-2: Implement measures in Public Resources Code Section 21084.3 (b)</i>	Less than significant
Impact TRA-1: Conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities		
Less than significant	None required	—
Impact TRA-2: Conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b) by temporarily causing substantial additional VMT or induced automobile travel		
Significant	<i>Mitigation Measure GHG-1</i>	Significant and unavoidable
Impact TRA-3: Create major driving or transportation- and circulation-related hazards		
Significant	<i>Mitigation Measure TRA-1: Traffic management plan for project construction</i>	Less than significant
Impact TRA-4: Result in inadequate emergency access		
Significant	<i>Mitigation Measure TRA-1</i>	Less than significant
Impact PSU-1: Relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects		
Less than significant	None required	—
Impact PSU-2: Have sufficient water supply to serve the Proposed Project and reasonably foreseeable future development during normal, dry, and multiple dry years		
Less than significant	None required	—
Impact PSU-3: Project-related exceedance of state or local solid waste standards or of the capacity of local infrastructure, or other impediments to attaining solid waste reduction goals		
Less than significant	None required	—
Impact EN-1: Wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation		
Less than significant	None required	—
Impact EN-2: Conflict with or obstruct a state or local plan for renewable energy or energy efficiency		
Significant	<i>Mitigation Measure GHG-1 and Mitigation Measure GHG-2</i>	Less than significant

Finding	Mitigation Measure	Finding with Mitigation
Impact AES-1: Substantial adverse effect on a scenic vista		
Less than significant	None required	—
Impact AES-2: Substantially degrade the existing visual character or quality of public views in non-urbanized areas due to construction		
Significant	<i>Mitigation Measure AES-1: Install temporary visual barriers between construction zones and residences and maintain construction sites and staging areas in an orderly fashion</i>	Less than significant
Impact AES-3: Substantially degrade the existing visual character or quality of public views in non-urbanized areas due to operations		
Significant	None available	Significant and unavoidable
Impact AES-4: Create a new source of substantial light or glare that would adversely affect day or nighttime public views during construction and operations		
Less than significant	None required	—
Impact REC-1: Increased use of existing recreational facilities, resulting in substantial physical deterioration		
Less than significant	None required	—
Impact POP-1: Creation of substantial population growth		
No impact	None required	—
Impact POP-2: Substantial displacement of people or housing		
Less than significant	None required	—
Impact HAZ-1: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials		
Less than significant	None required	—
Impact HAZ-2: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment		
Significant	<i>Mitigation Measure HAZ-1: Develop and implement a health and safety plan, Mitigation Measure HAZ-2: Perform a phase I environmental site assessment prior to construction activities and remediate if necessary, and Mitigation Measure HAZ-3: Develop a freight rail management plan</i>	Less than significant
Impact HAZ-3: Place project-related facilities on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment		
Significant	<i>Mitigation Measure HAZ-1, Mitigation Measure HAZ-2, and Mitigation Measure HAZ-3</i>	Less than significant
Impact HAZ-4: Impair implementation of or physical interference with an adopted emergency response plan or emergency evacuation plan		
Significant	<i>Mitigation Measure TRA-1</i>	Less than significant

Project Background

Lower Cache Creek downstream from Clear Lake has a history of flooding and has experienced multiple flood events since the mid-1900s, including 20 severe flood events since 1990. Most recently, in February 2019, the Cache Creek levees overtopped, causing road closures around Woodland and resulting in flood-fighting efforts to ensure the levees did not fail. The current level of flood protection from Lower Cache Creek flood events is not adequate and poses risk to public health and safety as well as economic damages to property and infrastructure within Woodland and surrounding areas.

The City's primary objective is to implement a project to meet the State of California's Urban Level of Flood Protection criteria and the Federal Emergency Management Agency (FEMA) 100-year levee certification criteria for the city. The current facilities do not meet the flood protection levels required by the State's urban level of protection requirements (200-year protection), nor provide necessary protection to the City to obtain FEMA certification to remove the City from the mapped floodplain (100-year protection). The full list of the City's project objectives are as follows.

- *Provide 200-Year Flood Protection.* Comply with recent State legislation and flood protection criteria by providing the urban area with a 200-year level of flood protection from Cache Creek.
- *Obtain FEMA Certification.* Provide 100-year flood protection to Woodland in order to obtain FEMA certification and remove the city from the mapped floodplain.
- *Develop a project that meets U.S. Army Corps of Engineers (USACE) planning criteria and federal requirements for investment.* The City lacks the financial capability to construct a project without significant state and federal funding. The USACE Civil Works Program is the only viable mechanism through which to secure federal investment.
- *Avoid or reduce risk associated with increases to the 100-year flood depth at existing structures north of the city.*
- *Maintain the functionality of the Cache Creek Settling Basin (CCSB).* Ensure the efficient and effective functioning of the CCSB to capture sediment from waters flowing out of Cache Creek before the water is discharged into the Yolo Bypass.
- *Ensure no net loss of native trees.* Provide a location that can serve as a replacement planting area for native trees removed during construction.

The Project is being proposed in cooperation with USACE, the Central Valley Flood Protection Board (CVFPB), and the California Department of Water Resources (DWR).

Summary of Project (Alternative 2A)

The City is partnering with DWR, CVFPB, and USACE through a combination of DWR's Urban Flood Risk Reduction Program and the Lower Cache Creek Flood Risk Reduction Project Feasibility Study. USACE evaluated multiple alternatives through the federal National Economic Development planning process and for the purposes of complying with the National Environmental Policy Act. USACE is evaluating Alternative 2A in a supplemental environmental impact statement. The proposed Project for the City's purposes and for complying with CEQA consist of the following improvements, which are the same as Alternative 2A being evaluated by USACE.

- Installation of an approximately 5.5-mile-long earthen levee and a drainage channel along Woodland's northern boundary to redirect overland flood flows to the CCSB and the City's North Drainage canal.
- Installation of an inlet weir in the existing CCSB west levee to allow conveyance of flood flows into the CCSB.
- Degrading the southernmost 3,000 feet of the CCSB training levee to accommodate flood flows entering the CCSB over the proposed weir.
- Construction of elevated crossings or closure structures where the new levee crosses existing roads or railroad tracks, and installation of culverts at road and railroad crossings to facilitate conveyance of flood flows in the proposed drainage channel.

The City, in partnership with DWR, is also proposing a non-structural plan as part of the proposed Project that would include implementation of additional measures in conjunction with the proposed flood system improvements to assist properties north of the city (north of the new levee and drainage channel). The City would work with individual property owners to identify appropriate site-specific methods and techniques to reduce flood risk and flood damages in this area. These measures may include providing funding to implement measures to raise or flood-proof structures, purchase flowage easements, or provide funding to subsidized flood insurance. The City also would continue to coordinate with Yolo County and DWR to ensure the existing Cache Creek levees continue to be maintained as currently required and recommended in the Lower Cache Creek Feasibility Study if the proposed Project is implemented. Finally, the proposed Project would also involve planting trees to provide both visual screening of the new levee embankment and replacement habitat value.

Results of Environmental Review

The Final EIR identified the following resource areas as suffering significant effects from implementation of the Project and proposed mitigation measures to reduce those effects to a less-than-significant level in the following areas.

- Water Quality
- Geology, Soils, Minerals, and Paleontological Resources
- Biological Resources
- Air Quality
- Greenhouse Gas Emissions

- Cultural Resources
- Tribal Cultural Resources
- Traffic and Circulation
- Energy
- Aesthetics
- Hazards and Hazardous Materials

The Final EIR also identified significant and unavoidable effects in the following areas. For these effects, no feasible mitigation measures are available, or implementation of feasible mitigation measures would not reduce the effect to a less-than-significant level.

- Agricultural and Forestry Resources
- Traffic and Circulation
- Aesthetics

The Final EIR also identified a considerable contribution to cumulative impacts related to Agricultural and Forestry Resources.

Regulatory Basis

When a lead agency decides to approve a project for which an EIR has been certified, CEQA requires it make written findings concerning each resulting significant environmental effect. Public Res. Code Section 21081 states, in substantial part:

[N]o public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out unless both of the following occur:

(a) The public agency makes one or more of the following findings with respect to each significant effect:

- (1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.
- (2) Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

(b) With respect to significant effects which were subject to a finding under paragraph (3) of subdivision (a), the public agency finds that specific overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects on the environment.

The lead agency's findings of effects and overriding benefits must be supported by substantial evidence in the administrative record. The administrative record includes, but is not limited to, the CEQA draft and final EIRs, public meeting records, public notices, written comments on the Project and responses to those comments, proposed decisions and findings on the Project, and other documents relating to the agency decision-making process. The documents and other materials that constitute the administrative record upon which the City based its decision, and these findings can be reviewed at the following location.

Woodland City Hall
300 First Street
Woodland, CA 95695

Woodland Flood Risk Management Project Findings of Fact

In accordance with Public Res. Code Section 21081 and CEQA Guidelines Section 15091 and based upon substantial evidence contained in the administrative record as a whole, the City makes the following findings concerning the Project's significant environmental effects. Where a feasible mitigation measure was found in the Final EIR to reduce or eliminate a significant effect, the City makes a Section 15091(a)(1) finding. Where an effect cannot be reduced below a level of significance by either a project alternative or mitigation measure, a Section 15091(a)(3) finding is made. Findings of infeasibility for the relevant project alternatives are included under each significant effect.

Impacts That Will Be Mitigated to Below a Level of Significance (CEQA Guidelines Section 15091[a][1] Findings)

The City, having reviewed and considered the information contained in the administrative record, finds the following significant environmental effects of the Project have been changed through adoption of the identified mitigation measures to avoid or substantially reduce the magnitude of the effects as described in the Final EIR. In making these findings, the City relies upon the explanations of causation of each identified effect and efficacy of feasible mitigation measures to reduce such effects as described in the Final EIR and remainder of the administrative record.

In accordance with CEQA Guidelines Section 15091(d), the lead agency has adopted an MMRP (Appendix A), a program for reporting on or monitoring the changes which it has either required in the Project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures are fully enforceable through permit conditions, agreements, or other measures.

The City hereby makes finding Section 15091(a)(1), as stated in CEQA Guidelines Section 15091 and as required by Public Res. Code Section 21081, with respect to the following effects. In making these findings, the City incorporates and relies on the analysis and reasoning in the Final EIR and administrative record as to each identified effect and mitigation measure.

Impact WQ-1: Violation of water quality standards or waste discharge requirements or substantial degradation of surface water or groundwater quality

Findings:

Implementation of *Mitigation Measure WQ-1: Prepare and implement a Bentonite Slurry Spill Contingency Plan* will reduce this impact to a less-than-significant level.

Impact GEO-7: Damage to paleontological resources as a result of project construction

Findings:

Implementation of *Mitigation Measure GEO-1: Monitor for discovery of paleontological resources, evaluate found resources, and prepare and follow a recovery plan for found resources* will reduce this impact to a less-than-significant level.

Impact BIO-1: Potential disturbance or mortality of vernal pool branchiopods and their habitat**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, *Mitigation Measure BIO-4: Assume presence of vernal pool branchiopods or conduct protocol-level surveys and implement avoidance and minimization measures as applicable or vernal pool branchiopods*, and *Mitigation Measure BIO-5: Avoid impacts on vernal pool branchiopods and their habitat* will reduce this impact to a less-than-significant level.

Impact BIO-2: Potential disturbance or mortality of valley elderberry longhorn beetle and its habitat**Findings:**

The combined implementation of *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-6: Conduct a focused survey for elderberry shrubs within 50 meters of the project footprint*, *Mitigation Measure BIO-7: Implement avoidance measures to protect valley elderberry longhorn beetle and its habitat outside permanent impact areas*, and *Mitigation Measure BIO-8: Provide compensatory mitigation for impacts on valley elderberry longhorn beetle* will reduce this impact to a less-than-significant level.

Impact BIO-3: Potential disturbance or mortality of western pond turtle**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, and *Mitigation Measure BIO-9: Conduct preconstruction surveys for western pond turtle and monitor construction activities if turtles are observed* will reduce this impact to a less-than-significant level.

Impact BIO-4: Potential disturbance or mortality of or loss of habitat for giant garter snake**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-10: Restore temporarily disturbed giant garter snake aquatic and upland habitat to pre-project conditions*, *Mitigation Measure BIO-11: Compensate for permanent loss of giant garter snake habitat*, *Mitigation Measure BIO-12: Avoid and minimize construction impacts on giant garter snake*, and *Mitigation Measure BIO-13: Avoid and minimize potential impacts from operation and maintenance activities on giant garter snake and its habitat* will reduce this impact to a less-than-significant level.

Impact BIO-5: Potential disturbance or mortality of nesting Swainson's hawk and white-tailed kite and loss of nesting and foraging habitat**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-14: Conduct vegetation removal activities outside the breeding season for birds*, *Mitigation Measure BIO-15: Conduct focused surveys for nesting Swainson's hawk prior to construction and implement protective measures during construction*, and *Mitigation Measure BIO-16: Compensate for the permanent loss of foraging habitat for Swainson's hawk* will reduce this impact to a less-than-significant level.

Impact BIO-6: Potential disturbance or mortality of nesting special-status and non-special-status birds and removal of suitable breeding habitat**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-14: Conduct vegetation removal activities outside the breeding season for birds*, *Mitigation Measure BIO-17: Conduct nesting surveys for special-status and non-special-status birds and implement protective measures during construction*, and *Mitigation Measure BIO-18: Avoid and minimize construction and operation and maintenance impacts on western yellow-billed cuckoo and least Bell's vireo and their habitat* will reduce this impact to a less-than-significant level.

Impact BIO-7: Potential injury, mortality or disturbance of tree-roosting bats and removal of roosting habitat**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, and *Mitigation Measure BIO-19: Identify suitable roosting habitat for bats and implement avoidance and protective measures* will reduce this impact to a less-than-significant level.

Impact BIO-9: Potential for construction activities to result in removal of special-status plants**Findings:**

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, *Mitigation Measure BIO-20: Conduct special-status plants surveys*, and *Mitigation Measure BIO-21: Avoid or compensate for impacts on special-status plants* will reduce this impact to a less-than-significant level.

Impact BIO-10: Potential for construction activities to result in indirect impacts on riparian habitatFindings:

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, and *Mitigation Measure BIO-3: Conduct periodic biological monitoring* will reduce this impact to a less-than-significant level.

Impact BIO-11: Potential for construction activities to result in loss of valley oak woodlandFindings:

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, *Mitigation Measure BIO-22: Conduct a native tree survey prior to construction*, and *Mitigation Measure BIO-23: Protect native trees during construction* will reduce this impact to a less-than-significant level.

Impact BIO-12: Potential for construction activities to result in fill of non-wetland waters of the United States/waters of the stateFindings:

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, and *Mitigation Measure BIO-24: Compensate for fill of wetlands and non-wetland waters of the United States/waters of the state* will reduce this impact to a less-than-significant level.

Impact BIO-13: Potential for construction activities to result in fill of wetlandsFindings:

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, *Mitigation Measure BIO-3: Conduct periodic biological monitoring*, and *Mitigation Measure BIO-24: Compensate for fill of wetlands and non-wetland waters of the United States/waters of the state* will reduce this impact to a less-than-significant level.

Impact BIO-15: Potential for construction activities to introduce and spread invasive speciesFindings:

The combined implementation of *Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources*, *Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees*, and *Mitigation Measure BIO-25: Avoid the introduction and spread of invasive plants during construction* will reduce this impact to a less-than-significant level.

Impact AQ-2: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standardFindings:

Implementation of *Mitigation Measure AQ-1: Implement fugitive dust control best management practices* will reduce this impact to a less-than-significant level.

Impact AQ-3: Expose sensitive receptors to substantial pollutant concentrationsFindings:

Implementation of *Mitigation Measure AQ-1: Implement fugitive dust control best management practices* will reduce this impact to a less-than-significant level.

Impact GHG-1: Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environmentFindings:

The combined implementation of *Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction* and *Mitigation Measure GHG-2: Implement measures to reduce GHG emissions from operations and maintenance activities* will reduce this impact to a less-than-significant level.

Impact GHG-2: Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gasesFindings:

The combined implementation of *Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction* and *Mitigation Measure GHG-2: Implement measures to reduce GHG emissions from operations and maintenance activities* will reduce this impact to a less-than-significant level.

Impact CUL-1: Potential to cause a substantial adverse change in the significance of a historical resourceFindings:

Implementation of *Mitigation Measure CUL-1: Evaluation of resources 50 years or older in the event of floodproofing* will reduce this impact to a less-than-significant level.

Impact CUL-2: Change in the significance of an archaeological resourceFindings:

Implementation of *Mitigation Measure CUL-2: Implement inadvertent discovery procedures* will reduce this impact to a less-than-significant level.

Impact CUL-3: Disturbance of Native American and historic-period human remainsFindings:

Implementation of *Mitigation Measure CUL-3: Implement human remains discovery procedures* will reduce this impact to a less-than-significant level.

Impact TCR-1: Potential to cause a substantial adverse change in the significance of a tribal cultural resourceFindings:

The combined implementation of *Mitigation Measure TCR-1: Implement measures in Yocha Dehe Cultural Resources Treatment Protocol* and *Mitigation Measure TCR-2: Implement measures in Public Resources Code Section 21084.3 (b)* will reduce this impact to a less-than-significant level.

Impact TRA-3: Create major driving or transportation- and circulation-related hazardsFindings:

Implementation of *Mitigation Measure TRA-1: Traffic management plan for project construction* will reduce this impact to a less-than-significant level.

Impact TRA-4: Result in inadequate emergency accessFindings:

Implementation of *Mitigation Measure TRA-1: Traffic management plan for project construction* will reduce this impact to a less-than-significant level.

Impact EN-2: Conflict with or obstruct a state or local plan for renewable energy or energy efficiencyFindings:

The combined implementation of *Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction* and *Mitigation Measure GHG-2: Implement measures to reduce GHG*

emissions from operations and maintenance activities will reduce this impact to a less-than-significant level.

Impact AES-2: Substantially degrade the existing visual character or quality of public views in non-urbanized areas due to construction

Findings:

Implementation of *Mitigation Measure AES-1: Install temporary visual barriers between construction zones and residences and maintain construction sites and staging areas in an orderly fashion* will reduce this impact to a less-than-significant level.

Impact HAZ-2: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment

Findings:

The combined implementation of *Mitigation Measure HAZ-1: Develop and implement a health and safety plan*, *Mitigation Measure HAZ-2: Perform a phase I environmental site assessment prior to construction activities and remediate if necessary*, and *Mitigation Measure HAZ-3: Develop a freight rail management plan* will reduce this impact to a less-than-significant level.

Impact HAZ-3: Place project-related facilities on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment

Findings:

The combined implementation of *Mitigation Measure HAZ-1: Develop and implement a health and safety plan*, *Mitigation Measure HAZ-2: Perform a phase I environmental site assessment prior to construction activities and remediate if necessary*, and *Mitigation Measure HAZ-3: Develop a freight rail management plan* will reduce this impact to a less-than-significant level.

Impact HAZ-4: Impair implementation of or physical interference with an adopted emergency response plan or emergency evacuation plan

Findings:

Implementation of *Mitigation Measure TRA-1: Traffic management plan for project construction* will reduce this impact to a less-than-significant level.

Impacts That Cannot Be Mitigated to Below a Level of Significance (CEQA Guidelines Section 15091[a][3] Findings)

The City, having reviewed and considered the information contained in the administrative record, finds the following significant environmental effects of the Project to be unavoidable. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR. In making these findings, the City relies on the explanations of causation of each identified effect and feasibility and efficacy of offsetting

mitigation measures and/or project alternatives, if any, as described in the Final EIR and remainder of the administrative record.

These findings are appropriate because there are no feasible mitigation measures or project alternatives available that would reduce the identified effects to below a level of significance. Where feasible mitigation is available to reduce the severity of the effect, though not below a level of significance, such mitigation is identified and adopted through the MMRP (Appendix A). These measures are fully enforceable through permit conditions, agreements, or other measures.

The City hereby makes finding Section 15091(a)(3), as stated in CEQA Guidelines Section 15091 and as required by Public Res. Code Section 21081, with respect to the following effects, in that no feasible mitigation measure or project alternative is available to reduce any of the Project's significant and unavoidable effects to a less-than-significant level.

Impact AG-1: Conversion of Farmland to nonagricultural use

Findings:

1. Implementation of *Mitigation Measure AG-1: Conserve Farmland (Prime Farmland and Unique Farmland)* will reduce this effect but not to a less-than-significant level.
2. No feasible mitigation or project alternative is available to reduce this effect to a less-than-significant level. This effect will remain significant and unavoidable.

Facts Supporting the Findings:

1. The Project is expected to result in a permanent loss of approximately 192 acres of Prime Farmland and Unique Farmland where construction of the new levee will take place.
2. Implementation of Mitigation Measure AG-1 will reduce the severity of the effect to Prime Farmland and Unique Farmland. However, the effect would remain significant because the agricultural land would still be converted. The effect is, therefore, considered significant and unavoidable.
3. The City considered two other alternatives in the Draft EIR: The No Project Alternative and Alternative 2C.
 - a. Under the No Project Alternative, no flood risk-reduction measures would be implemented. Accordingly, there would be no conversion of Prime Farmland, Unique Farmland, or other agricultural land, and the effect would thereby be eliminated. However, its failure to accomplish the project objectives makes the No Project Alternative infeasible.
 - b. Alternative 2C, which requires a larger footprint than the preferred alternative, would result in the conversion of a greater amount of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland than the preferred alternative. Alternative 2C would, therefore, not reduce the severity of this effect.

Impact TRA-2: Conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b) by temporarily causing substantial additional VMT or induced automobile travel

Findings:

1. Implementation of *Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction* will reduce this effect but not to a less-than-significant level.
2. No feasible mitigation or project alternative is available to reduce this effect to a less-than-significant level. This effect will remain significant and unavoidable.

Facts Supporting the Findings:

1. During the 2-year construction window, the Project is expected to temporarily contribute to more vehicle miles traveled (VMT) per service population than the targets for Yolo County and the Sacramento Area Council of Governments.
2. Implementation of Mitigation Measure GHG-1 will reduce project-related VMT by reducing construction worker trips. However, the effect would remain significant because Mitigation Measure GHG-1 would not have an effect on haul truck and delivery truck VMT during construction and may not reduce project-related VMT to below the average VMT per service population numbers in the region. The effect is, therefore, concluded to be significant and unavoidable.
3. The City considered two other alternatives in the Draft EIR: The No Project Alternative and Alternative 2C.
 - a. Under the No Project Alternative, no flood risk-reduction measures would be implemented. Accordingly, there would be no construction-related VMT added to the local roadway network. However, its failure to accomplish the Project objectives makes the No Project Alternative infeasible.
 - b. Alternative 2C involves excavation of more material than the preferred alternative, which would require the use of more heavy trucks for hauling and result in a larger temporary increase in VMT than would occur under the preferred alternative. Alternative 2C would, therefore, not reduce the severity of this effect.

Impact AES-3: Substantially degrade the existing visual character or quality of public views in non-urbanized areas due to operations

Findings:

1. No feasible mitigation or project alternative is available to reduce this effect to a less-than-significant level. This effect will remain significant and unavoidable.

Facts Supporting the Findings:

2. The Project would substantially degrade the existing visual character and quality of views for residents located south of the proposed levee at the western end of the project footprint by blocking the existing sweeping pastoral views of agricultural fields to the north with a 6-foot-high levee structure and by removing mature vegetation, resulting in a significant effect.

3. No mitigation for this effect was proposed or considered in the Final EIR, as no mitigation is available given that there is no space for a visual screen on the south side of the new levee.
4. The City considered two other alternatives in the Draft EIR: The No Project Alternative and Alternative 2C.
 - a. Under the No Project Alternative, no flood risk-reduction measures would be implemented. Accordingly, there would be no change to the visual character or quality in the study area and the effect would thereby be eliminated. However, its failure to accomplish the project objectives makes the No Project Alternative infeasible.
 - b. Although the levee under Alternative 2C would be shorter and would not extend as far west as the levee under the preferred alternative, the impact would still result in a significant and unavoidable effect on visual character and quality. Thus, it would not reduce the impact to a less-than-significant level. Further, Alternative 2C would result in additional significant and unavoidable effects on air quality and water quality as well as increased impacts associated with biological resources, GHG emissions, conversion of Farmland, VMT, and construction-related consumption of energy resources. Further, Alternative 2C is considered infeasible because it cannot be constructed without the federal funding that USACE is providing for the preferred alternative.

Cumulative Impacts That Cannot Be Mitigated Below a Level of Significance (CEQA Guidelines Section 15091[a][3] Findings)

The City, having reviewed and considered the information contained in the administrative record, finds the Project's contributions to the following significant cumulative environmental effects to be considerable and unavoidable. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR. In making these findings, the City relies upon the explanations of causation of each identified effect and feasibility and efficacy of offsetting mitigation measures and/or Project alternatives, if any, as described in the Final EIR and remainder of the administrative record.

These findings are appropriate because there are no feasible mitigation measures or Project alternatives available that would reduce the identified cumulative effects to below a level of significance. Where feasible mitigation is available to reduce the severity of the effect, though not below a level of significance, such mitigation is identified and adopted through the MMRP (Appendix A). These measures are fully enforceable through permit conditions, agreements, or other measures.

The City hereby makes finding Section 15091(a)(3), as stated in CEQA Guidelines Section 15091 and as required by Public Res. Code Section 21081, with respect to the following effects, in that no feasible mitigation measure or project alternative is available to reduce any of the Project's significant and unavoidable effects to a less-than-significant level.

Agricultural and Forestry Resources

Findings:

A number of the past, present, and reasonably foreseeable future projects identified in the Final EIR have resulted in, or may result in, the conversion of agricultural lands. In addition, as noted in the Final EIR, Yolo County has experienced a 6 percent decrease in agricultural lands between 2006 and

2016. Therefore, with respect to agricultural resources (particularly the conversion of Prime Farmland, Unique Farmland, and Farmland of Statewide or Local Importance to nonagricultural uses), past, present, and reasonably foreseeable future projects have resulted in a cumulatively considerable and significant impact on agricultural resources. The proposed Project would result in the conversion of 192 acres of Prime and Unique Farmland to nonagricultural uses. This would result in an incremental contribution to a cumulative effect. Given the cumulative context of the overall decline of Prime Farmland, Unique Farmland, and Farmland of Statewide or Local Importance in Yolo County, combined with the effects of past, present, and reasonably foreseeable projects, this would result in a cumulatively considerable impact, and impacts would be significant.

While implementation of *Mitigation Measure AG-1: Conserve Farmland (Prime Farmland and Unique Farmland)* would conserve Farmland, it would not reduce impacts to a less-than-significant level. Therefore, impacts would remain cumulatively considerable. Although the No Project Alternative would not convert any Farmland, it is infeasible as discussed under *Impact AG-1: Conversion of Farmland to nonagricultural use* above because it fails to accomplish the project objectives. Alternative 2C, which requires a larger footprint than the preferred alternative, would result in the conversion of a greater amount of Prime Farmland, Farmland of Statewide Importance, and Unique Farmland than the preferred alternative. Therefore, there is no feasible mitigation or project alternative that would reduce the Project's contribution to cumulatively considerable impacts to a less-than-significant level.

Chapter 3

Statement of Overriding Considerations

Regulatory Basis

CEQA prohibits an agency from approving a project that will have significant, unavoidable environmental impacts unless the agency adopts a statement describing the specific benefits provided by the project that will outweigh its expected unavoidable impacts (Public Res. Code Section 21081.) If the project's specific economic, legal, social, technological, or other benefits outweigh the unavoidable adverse environmental effects, those effects may be considered acceptable, notwithstanding the fact that they cannot be avoided. To document its decision-making process, the lead agency must prepare a "statement of overriding considerations" describing the project's specific benefits, as supported by substantial evidence in the administrative record (CEQA Guidelines Sections 15021 and 15093).

The City recognizes that despite full implementation of all feasible mitigation measures, the Project will result in significant, unavoidable impacts on the environment, as addressed in the Final EIR and described in Chapter 2, *Findings of Fact*. These effects are listed below.

- Impact AG-1: Conversion of Farmland to nonagricultural use
- Impact TRA-2: Conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b) by temporarily causing substantial additional VMT or induced automobile travel
- Impact AES-3: Substantially degrade the existing visual character or quality of public views in non-urbanized areas due to operations
- Cumulative effects on Agricultural and Forestry Resources

Overriding Considerations

As required by the CEQA Guidelines Section 15093, the City finds that the unavoidable significant effects listed above are outweighed by the public safety improvements offered by the selected project alternative, each reason being individually sufficient to outweigh the significant effects. The CEQA analysis supports the City's determination that implementation of the Project is necessary to ensure the city of Woodland is protected from flooding on Lower Cache Creek while protecting environmental resources and compensating for effects on significant environmental resources.

Comply with State and Federal Flood Protection Criteria

Senate Bill 5, approved in 2007, created an "Urban Level of Flood Protection" requirement of 200-year flood protection for cities and counties in California's Central Valley. This requires cities and counties to make Senate Bill 5 findings that the properties in question have 200-year flood protection (or are making adequate progress towards 200-year flood protection by 2025) for certain types of land use decisions if the lands are within an urban or urbanizing area. At the same time, the federal government restricts development on properties within the 100-year floodplain (as

mapped by FEMA on their flood insurance rate maps) and also requires mandatory flood insurance for all federally guaranteed loans on such lands.

The Lower Cache Creek levees, which protect the city from flood flows on Cache Creek, were designed in 1958 to provide only a 10-year level of flood protection, and the capacity of the channel has been reduced over time and can no longer pass flows associated with a 10-year flood event without risk of the levees overtopping. The city, therefore, does not currently have protection from 100-year or 200-year flood events. The proposed Project will provide 200-year flood protection for the city and, therefore, allow the City to meet the State of California's Urban Level of Flood Protection requirement and allow the lands within the city to obtain FEMA certification and be mapped out of the FEMA 100-year floodplain.

Reduce Risks to Life and Property from Floods

Under existing conditions, there is continued high risk of severe flooding in the city from Lower Cache Creek. Potential costs due to property damage from future Cache Creek flooding are estimated at approximately \$22 million annually. Additional losses or adverse effects from flooding would include potential for loss of life, contamination from sewage and hazardous materials, and the possible extended closure of Interstate 5, other local roads, and railway access east of the city. The proposed Project will provide 200-year flood protection to the city and substantially reduce the risk of injury, death, and property and other economic damage that could be caused by a catastrophic flood on Lower Cache Creek. Additionally, the Project's non-structural measures will be available to benefit properties north of the new levee.

Contribute to Regional Flood Management Solution

The proposed Project is one of many regional initiatives that have been proposed by the Lower Sacramento River-Delta North Regional Flood management team (LSDN Team) to develop a regional approach to flood management for consideration by the CVFPB in the Central Valley Flood Protection Plan. The LSDN Team is comprised of representatives from Yolo County, the Yolo County Flood and Water Conservation District's Yolo Flood Safe program, the California Department of Water Resources, and the USACE Sacramento District who are working with multiple local, state, and federal agencies on several flood risk reduction actions in Yolo County and specifically along Lower Cache Creek. These actions, listed in Chapter 2, *Master Responses*, of the Final EIR under Master Response 1: *Measure S*, are intended to work together as a holistic, regional solution. The proposed Project is an integral part of the regional solution to managing and reducing flood risk in Yolo County.

Appendix A

**Woodland Flood Risk Management Project
Mitigation Monitoring and Reporting Program**

Appendix A

Woodland Flood Risk Management Project Mitigation Monitoring and Reporting Program

As the California Environmental Quality Act (CEQA) lead agency, the City of Woodland is responsible for ensuring that all mitigation measures are carried out. Where implementation of a mitigation measure is delegated to another party, it is noted in the “Implementing Party/Parties” column of the table.

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure WQ-1: Prepare and implement a Bentonite Slurry Spill Contingency Plan. Before cutoff wall construction begins and prior to establishing the onsite slurry batch plant, the lead agency will ensure the contractor will prepare and implement a Bentonite Slurry Spill Contingency Plan (BSSCP). If the contractor prepares the plan, it will be subject to approval by the U.S. Army Corps of Engineers (USACE) and the lead agency before use of bentonite can begin. The BSSCP will include measures intended to minimize the potential for a fracture-out event (frac-out) associated with excavation activities; provide for the timely detection of frac-outs; and ensure an organized, timely, and “minimum-effect” response in the event of a frac-out and release of bentonite. The BSSCP will require, at a minimum, the following measures. • If a frac-out is identified, all work will stop, including the recycling of the bentonite fluid. In the event of a frac-out into water, the location and extent of the frac-out will be determined, and the frac-out will be monitored for 4 hours to determine whether the fluid congeals (bentonite will usually harden, effectively sealing the frac-out location). • The Central Valley Water Board will be notified immediately of any spills and will be consulted regarding clean-up procedures. A Brady barrel will be on site and used if a frac-out occurs. Containment materials, such as straw bales, also will be on site prior to and during all operations, and a vacuum truck will be on retainer and available to be operational on site within 2 hours’ notice. The site supervisor will take any necessary follow-up response actions. The site supervisor will coordinate the mobilization of equipment stored at staging areas (e.g., vacuum trucks) as needed. • If the frac-out has reached the surface, any material contaminated with bentonite will be removed by hand to a depth of 1 foot, contained, and properly disposed of, as required by law. The drilling contractor will be responsible for ensuring that the	Construction contractor and site supervisor	Before and during construction	Impact WQ-1

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
bentonite is either properly disposed of at an approved Class II disposal facility or properly recycled in an approved manner. • If the bentonite fluid congeals, no other actions, such as disturbance of a streambed, will be taken that potentially would suspend sediments in the water column. • The site supervisor has overall responsibility for implementing this BSSCP. The site supervisor will be notified immediately when a frac-out is detected. The site supervisor will be responsible for ensuring that the biological monitor is aware of the frac-out; coordinating personnel, response, cleanup, regulatory agency notification and coordination to ensure proper clean-up; disposal of recovered material; and timely reporting of the incident. The site supervisor will ensure all waste materials are properly containerized, labeled, and removed from the site to an approved Class II disposal facility by personnel experienced in the removal, transport, and disposal of drilling mud. The site supervisor will be familiar with the contents of this BSSCP and the conditions of approval under which the activity is permitted to take place. The site supervisor will have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The site supervisor will ensure that a copy of this plan is available onsite and accessible to all construction personnel. The site supervisor will ensure that all workers are properly trained and familiar with the necessary procedures for response to a frac-out prior to commencement of excavation operations.			
Mitigation Measure GEO-1: Monitor for discovery of paleontological resources, evaluate found resources, and prepare and follow a recovery plan for found resources. Given the potential for paleontological resources to be present in construction areas at ground surface and at excavation depths in sensitive geologic units in the project area, the following measures will be undertaken to avoid any potentially significant effect from the improvements on paleontological resources. Before the start of any drilling or pile-driving activities, the City of Woodland will retain a qualified paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists. The qualified paleontologist will train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate the significance.	City of Woodland, qualified paleontologist as defined by SVP, site superintendent, and construction personnel	Before and during construction	Impact GEO-7

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
The qualified paleontologist will also make periodic visits during earthmoving in high sensitivity sites to verify that workers are following the established procedures. If paleontological resources are discovered during earthmoving activities, the construction crew will immediately cease work near the find and notify the City of Woodland. Construction work in the affected areas will remain stopped or be diverted to allow recovery of fossil remains in a timely manner. The City of Woodland will retain a qualified paleontologist to evaluate the resource and prepare a recovery plan in accordance with SVP guidelines (Society of Vertebrate Paleontology 2010:30-11). The recovery plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. Recommendations in the recovery plan that are determined by the City of Woodland to be necessary and feasible will be implemented before construction activities can resume at the site where the paleontological resources were discovered. The City of Woodland will be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented.			Impact BIO-1 Impact BIO-3 Impact BIO-4 Impact BIO-5 Impact BIO-6 Impact BIO-7 Impact BIO-9 Impact BIO-10 Impact BIO-11 Impact BIO-12 Impact BIO-13 Impact BIO-15
Mitigation Measure BIO-1: Install orange construction fencing or other suitable markers between the construction area and adjacent sensitive biological resources. The City and/or their contractor will clearly delineate the construction limits by installing survey tape, pin flags, orange construction fencing, or other materials between the construction area and adjacent sensitive biological resource areas and will prohibit any construction-related traffic outside of these boundaries. Sensitive biological resources that occur adjacent to the construction area that could be directly affected by the Proposed Project include sensitive natural communities; special-status wildlife habitats for vernal pool branchiopods, valley elderberry longhorn beetle, western pond turtle, giant garter snake, nest sites of Swainson's hawk, migratory birds, roosting bats, and native oak trees to be avoided. Barriers around sensitive areas will be installed as one of the first orders of work and prior to equipment staging. Before construction begins, the construction contractor will work with the project engineer and a resource specialist to identify the locations for the barrier tape, pin flags, or fencing and will place stakes around the sensitive resource sites to indicate these locations. The protected areas will be designated as environmentally sensitive areas and clearly identified on the construction plans and described in the specifications. If orange construction fencing is used to delineate construction limits, the fencing will be placed with at least a 1-foot gap between the ground and the bottom of the fencing to minimize the potential for snakes and other ground-dwelling animals from being caught in the fencing. The exception to this	City of Woodland and its contractor	Before and during construction	

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
condition is where construction barrier fencing overlaps with erosion control fencing and must be secured to prevent sediment runoff. Survey tape, pin flags, or barrier fencing will be installed before construction activities are initiated, maintained throughout the construction period, and removed after completion of construction.			
Mitigation Measure BIO-2: Conduct environmental awareness training for construction employees. The City will retain a qualified biologist to conduct environmental awareness training for construction crews before project implementation and prior to the start of each phase of construction. The awareness training will be provided to all construction personnel and will brief them on the need to avoid effects on sensitive biological resources (e.g., native oak trees, sensitive natural communities, and special-status species habitats in and adjacent to the construction area). The education program will include a brief review of the special-status species with the potential to occur in the construction area (including their life history and habitat requirements, and photographs of the species). The training will identify the portions of the construction area in which the species may occur, as well as their legal status and protection. The program also will cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on these species during project implementation. This will include the steps to be taken if a sensitive species is found within the construction area (i.e., notifying the crew foreman, who will call a designated biologist). In addition, construction employees will be educated about the importance of controlling and preventing the spread of invasive plant infestations. An environmental awareness handout that describes and illustrates sensitive resources to be avoided during project construction and identifies all relevant permit conditions will be provided to each crew member. The crew foreman will be responsible for ensuring that crew members adhere to the guidelines and restrictions. Education programs will be conducted for appropriate new personnel as they are brought on the job during the construction period. All construction personnel will adhere to the following site restrictions and requirements to avoid or minimize construction effects on special-status species and their habitats. • A reduced speed limit in the project footprint in unpaved areas will be enforced to reduce dust and excessive soil disturbance. • Construction access, staging, storage, and parking areas will be located outside of any designated environmentally sensitive areas. Access routes and the number and size of staging and work areas will be limited to the minimum necessary to construct the Proposed Project.	City of Woodland, qualified biologist and construction personnel	Before and during construction	Impact BIO-1 Impact BIO-2 Impact BIO-3 Impact BIO-4 Impact BIO-5 Impact BIO-6 Impact BIO-7 Impact BIO-9 Impact BIO-10 Impact BIO-11 Impact BIO-12 Impact BIO-13 Impact BIO-15

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
• Routes and boundaries of roadwork will be clearly marked prior to initiating construction or grading. • All construction pipes, culverts, or similar structures with a diameter of 4 inches or greater that are stored at a construction site for one or more overnight periods should be thoroughly inspected for wildlife before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a federally listed species is discovered inside a pipe, that section of pipe should not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved once to remove it from the path of construction activity, until the animal has escaped. • To the maximum extent practicable, any borrow material will be certified to be nontoxic and weed free. • At the end of each day all food and food-related trash items will be enclosed in sealed trash containers and properly disposed of offsite. • A spill response plan will be prepared. Hazardous materials such as fuels, oils, solvents, etc. will be stored in sealable containers in a designated location that is at least 50 feet from hydrologic features.	City of Woodland and a qualified biological monitor	During construction	Impact BIO-1 Impact BIO-3 Impact BIO-9 Impact BIO-10 Impact BIO-11 Impact BIO-12 Impact BIO-13
Mitigation Measure BIO-3: Conduct periodic biological monitoring. The City will retain a qualified biological monitor for the Proposed Project who will visit the site a minimum of once per week to ensure that fencing around environmentally sensitive areas is intact and that activities are being conducted in accordance with the agreed upon project schedule and agency conditions of approval. The monitor will provide the City with a monitoring log for each site visit. Certain activities will require a biological monitor to be present for the duration of the activity or during the initial disturbance of an area to ensure that impacts on special-status species are avoided.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-4: Assume presence of vernal pool branchiopods or conduct protocol-level surveys and implement avoidance and minimization measures as applicable or vernal pool branchiopods. The City will either assume presence of vernal pool branchiopods in the study area or employ a qualified biologist to conduct protocol-level surveys for the species. If surveys are conducted, the U.S. Fish and Wildlife Service (USFWS)-approved biologist will use protocols identified in Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of ESA for the Listed Vernal Pool Branchiopods (U.S. Fish and Wildlife Service 1996). If protocol surveys determine absence of vernal pool branchiopods from the study area, and if USFWS confirms the results, or if USFWS concurs with a finding of no effect, then the Proposed Project will be determined to have no impact on vernal pool branchiopods and no further mitigation is required. If presence of vernal pool branchiopods is inferred by the City or confirmed during surveys, the City will implement Mitigation Measure BIO-5 to avoid and minimize impacts on vernal pool fairy shrimp and vernal pool tadpole shrimp.	City of Woodland and a USFWS-approved biologist	Before construction	Impact BIO-1
Mitigation Measure BIO-5: Avoid impacts on vernal pool branchiopods and their habitat. The City and its contractors will implement the following measures to avoid and minimize impacts on vernal pool branchiopods. • Vernal pool branchiopod habitat will be fenced with silt fence and signage as far from the feature as possible. A qualified biologist will survey and approve the placement of the fencing prior to commencement of construction. • Herbicide and pesticide spraying in association with maintenance activities within 250 feet of vernal pool branchiopod habitat will not be performed on windy days. Only herbicides or pesticides specifically labeled for use near aquatic resources will be utilized within 50 feet of vernal pool branchiopod habitat.	City of Woodland and its contractors and a qualified biologist	Before and during construction and during operations and maintenance	Impact BIO-1
Mitigation Measure BIO-6: Conduct a focused survey for elderberry shrubs within 50 meters of the project footprint. A biologist with demonstrated experience identifying elderberry shrubs will conduct a pre-construction survey for elderberry shrubs, host plant for the valley elderberry longhorn beetle, within 50 meters (165 feet) of the construction limits no less than 30 days before ground disturbance or vegetation removal. The biologist will mark all elderberry shrubs with bright-colored flagging and record geospatial information using a handheld GPS or mobile device (i.e., smartphone or tablet).	City of Woodland and an experienced biologist	Before construction	Impact BIO-2

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-7: Implement avoidance measures to protect valley elderberry longhorn beetle and its habitat outside permanent impact areas. Contractors will comply with the following avoidance and minimization measures from the USFWS' <i>Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle</i> (U.S. Fish and Wildlife Service 2017). • All areas to be avoided during construction activities will be fenced, flagged, or both as close to construction limits as feasible. • Activities that may damage or kill an elderberry shrub (e.g., trenching, paving) may need an avoidance area of at least 20 feet from the drip line, depending on the type of activity. • To the extent feasible, all activities that could occur within 165 feet of an elderberry shrub will be conducted outside the flight season of the valley elderberry longhorn beetle (March–July). • Trimming of elderberry shrubs will occur between November and February and will avoid the removal of any branches or stems that are 1 inch or more in diameter. • Herbicides will not be used within the drip line of elderberry shrubs. All chemicals will be applied using a backpack sprayer or similar direct application method. • Mechanical weed removal within the drip line of elderberry shrubs will be limited to the season when adults are not active (August–February) and will avoid damaging elderberry shrubs.	City of Woodland and its contractors	During construction	Impact BIO-2
Mitigation Measure BIO-8: Provide compensatory mitigation for impacts on valley elderberry longhorn beetle. The City will provide compensatory mitigation for impacts on valley elderberry longhorn beetle habitat, including through transplantation and replacement of elderberry shrubs and maintenance of replacement shrubs, consistent with the USFWS' <i>Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle</i> (U.S. Fish and Wildlife Service 2017), as follows. • Suitable riparian habitat will be replaced at a 3:1 ratio (acres of mitigation to acres of impact). • Suitable nonriparian habitat will be replaced at a ratio of 1:1. • Individual elderberry shrubs in riparian areas will be replaced through a purchase of two credits at a USFWS-approved bank for each shrub that is trimmed or removed, regardless of the presence of beetle exit holes. • Individual elderberry shrubs in nonriparian areas will be replaced through a purchase of one credit at a USFWS-approved bank for each shrub trimmed if beetle	City of Woodland	During and after construction	Impact BIO-2

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
exit holes have been found in any shrub in or within 165 feet of the area to be disturbed. • If an elderberry shrub is to be completely removed by the activity, the entire shrub will be transplanted to a USFWS-approved location in addition to the specified credit purchase, and the transplanted shrub will be monitored for 10 years. • For transplanted elderberry plants, a survival rate of at least 60 percent of the elderberry plants and 60 percent of the associated native plants must be maintained throughout the 10-year monitoring period. If survival rates drop below 60 percent during the monitoring period, failed plantings will be replaced and maintained until the 60 percent survival rate is achieved.			
Mitigation Measure BIO-9: Conduct preconstruction surveys for western pond turtle and monitor construction activities if turtles are observed. One week before and within 24 hours of beginning work in suitable aquatic habitat (ponds, irrigation ditches and canals, perennial marshes, and the Cache Creek Settling Basin) a qualified biologist (one who is familiar with different species of turtles) will conduct surveys for western pond turtle. The surveys should be timed to coincide with the time of day when turtles are most likely to be active (during the cooler part of the day between 8:00 a.m. and 12:00 p.m. during spring and summer). Prior to conducting the surveys, the biologist should locate the microhabitats for turtle basking (logs, rocks, brush thickets) and determine a location to quietly observe turtles. Each survey should include a 30-minute wait time after arriving onsite to allow startled turtles to return to open basking areas. The survey should consist of a minimum 15-minute observation time per area where turtles could be observed. If western pond turtles are observed during either survey, a biological monitor should be present during construction activities in the aquatic habitat where the turtle was observed. The biological monitor also will be mindful of suitable nesting and overwintering areas in proximity to suitable aquatic habitat and periodically inspect these areas for nests and turtles.	City of Woodland and a qualified biologist	Before and during construction	Impact BIO-3
Mitigation Measure BIO-10: Restore temporarily disturbed giant garter snake aquatic and upland habitat to pre-project conditions. Upon completion of the Proposed Project, the City will restore temporarily disturbed suitable aquatic and upland habitat for giant garter snake to pre-project conditions. Restoration of aquatic vegetation and annual grassland will be detailed in a mitigation and monitoring plan (i.e. a restoration plan) that will be reviewed and approved by the California Department of Fish and Wildlife (CDFW) and USFWS prior to the start of construction.	City of Woodland	After construction	Impact BIO-4

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-11: Compensate for permanent loss of giant garter snake habitat. The City will compensate for the permanent loss of suitable aquatic habitat and upland habitat for giant garter snake at a ratio of 3:1 by purchasing preservation credits equal at a USFWS and CDFW approved conservation bank. The habitat at the conservation bank will be protected in perpetuity for giant garter snake. Prior to the start of construction, the City will provide funding to the conservation bank for giant garter snake habitat preservation credits. The transaction will take place through a purchase and sale agreement, and funds must be transferred within 30 days, and before any construction activities are initiated. The City will provide the USFWS and CDFW with copies of the credit sale agreement and fund transfer.	City of Woodland	Before, during, and after construction	Impact BIO-4
Mitigation Measure BIO-12: Avoid and minimize construction impacts on giant garter snake. The City and its contractors will implement the following measures to avoid and minimize impacts on giant garter snake and its habitat during construction. • All construction activity within 200 feet of giant garter snake aquatic habitat will be conducted during the snake's active period (between May 1 and October 1). During this timeframe, potential for injury and mortality are lessened because snakes are actively moving and avoiding danger. Giant garter snakes are more vulnerable to danger during their inactive period because they are occupying underground burrows or crevices and are more susceptible to direct effects, especially during excavation. • To reduce the likelihood of snakes entering the construction area, the City and its contractors will install exclusion fencing along the edge of the construction area that is within 200 feet of suitable habitat. The exclusion fencing will be installed during the active period for giant garter snakes (May 1 to October 1) to reduce the potential for injury and mortality during this activity. The exclusion fencing will consist of 3-foot-tall silt fencing buried 4 to 6 inches below ground level. One-way escape routes will be installed in the silt fence, or gaps will be left in the fencing during initial clearing and grubbing, to allow snakes to escape from the project footprint. Sandbags will be placed along the gaps to protect water quality and the gaps will be replaced with fencing once initial ground clearing is complete. The fencing requirements will be included in the construction specifications and a USFWS- and CDFW-approved biological monitor will be onsite to direct and monitor exclusion fence installation. The exclusion fencing will ensure that giant garter snakes are excluded from the construction area and that suitable upland and aquatic habitat is protected throughout construction. Barrier and/or exclusion fences will be inspected daily by a qualified biological monitor during ground-disturbing activities and weekly after	City of Woodland and its contractors and a USFWS- and CDFW-approved biologist	During construction	Impact BIO-4

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
ground-disturbing activities are complete or until the fences are removed, as approved by the biological monitor. The biological monitor will be responsible for ensuring that the contractor maintains the protective fencing around giant garter snake habitat throughout construction. The biological monitor will prepare monitoring logs that include a description of construction activities; areas surveyed and monitored; communication with construction personnel, the City, and wildlife agencies; noncompliance issues and resolutions; and a list of all wildlife species observed during monitoring activities. • A USFWS- and CDFW-approved biologist will conduct a preconstruction survey in suitable habitat no more than 24 hours before construction. Prior to construction activities each morning, construction personnel will inspect exclusion and orange barrier fencing to ensure they are both in good working order. If any snakes are observed in the construction area during this inspection or at any other time during construction, the USFWS- and CDFW- approved biologist will be contacted to survey the site for snakes. If a giant garter snake is found within the construction area, the biological monitor will have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake will not be harmed. Giant garter snakes encountered during construction activities will be allowed to move away from construction activities on their own. • Any dewatered habitat will be sufficiently dry (no standing water) prior to excavating or filling of the dewatered habitat. • Vegetation clearing within 200 feet of the banks of suitable giant garter snake aquatic habitat will be limited to the minimum area necessary. Giant garter snake habitat within or adjacent to the project footprint will be flagged and designated as an environmentally sensitive area, to be avoided by all construction personnel. • The movement of heavy equipment within 200 feet of the banks of potential giant garter snake aquatic habitat will be confined to designated haul routes to minimize habitat disturbance. • To avoid entrapment of giant garter snake, thereby preventing injury or mortality resulting from falling into trenches, all excavated areas more than 1 foot deep will be provided with one or more escape ramps constructed of earth fill or wooden planks at the end of each workday. If escape ramps cannot be provided, then holes or trenches will be covered with plywood or other hard material.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-13: Avoid and minimize potential impacts from operation and maintenance activities on giant garter snake and its habitat. The City and its contractors will implement the following measures to avoid and minimize impacts from operation and maintenance activities on giant garter snake and its habitat. • Only herbicides or pesticides specifically labeled for use near aquatic resources will be utilized within 50 feet of giant garter snake aquatic habitat. • Vehicles will maintain a 10-mile-per-hour speed limit within potential giant garter snake upland habitat, except on county roads and state and federal highways.	City of Woodland and its contractors	During operations and maintenance	Impact BIO-4
Mitigation Measure BIO-14: Conduct vegetation removal activities outside the breeding season for birds. To the maximum extent feasible, the City will schedule vegetation (trees, shrubs, ruderal areas) removal/trimming during the nonbreeding season for birds (September 1–January 31). If vegetation removal cannot be removed in accordance with this timeframe, preconstruction surveys for nesting birds and additional protective measures will be implemented (see Mitigation Measures BIO-15 and BIO-17). The City will not remove trees with active Swainson’s hawk or other active raptor nests. Because white-tailed kite is fully protected, removal of trees with active nests and activities that may result in loss of white-tailed kites are prohibited.	City of Woodland	Before and during construction	Impact BIO-5 Impact BIO-6
Mitigation Measure BIO-15: Conduct focused surveys for nesting Swainson’s hawk construction and implement protective measures during construction. The City will retain a qualified biologist to conduct preconstruction surveys for active nests within the project footprint and in a buffer area up to 0.25 mile around the project footprint, consistent with guidelines provided by the Swainson’s Hawk Technical Advisory Committee (2000), between March 15 and August 30 and within 15 days prior to the beginning of the construction activity. If active nests are found during preconstruction surveys, a 1,320-foot initial temporary nest disturbance buffer will be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then the qualified biologist will monitor the nest and will, along with the City, determine the best course of action necessary to avoid nest abandonment or take of individuals through informal consultation with CDFW. Work may be allowed to proceed within the temporary nest disturbance buffer if Swainson’s hawk or white-tailed kite are not exhibiting agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest. The designated onsite biologist/monitor shall be onsite daily while construction-related activities are taking place within the 1,320-foot buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior. Prior to pruning or removal of a potential Swainson’s hawk or white-tailed kite nest tree, the	City of Woodland, a qualified biologist	Before and during construction	Impact BIO-5

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
qualified biologist will conduct preconstruction surveys that are consistent with the guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000). If active Swainson's hawk or white-tailed kite nests are found during preconstruction surveys, no tree pruning or removal of the nest tree will take place during the period between March 1 and August 30 within 1,320 feet of an active nest, unless a qualified biologist determines that the young have fledged and the nest is no longer active.			
Mitigation Measure BIO-16: Compensate for the permanent loss of foraging habitat for Swainson's hawk. Permanent removal of suitable foraging habitat for Swainson's hawks will be mitigated by providing offsite habitat management lands as described in CDFW's <i>Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California</i> (California Department of Fish and Game 1994). A portion of the mitigation may be implemented within the project footprint by planting native grasses and forbs on the new levee and drainage ditch to compensate for the loss of foraging habitat. The use of rodenticide would be prohibited on areas created to mitigate for Swainson's hawk foraging habitat. The final acreage of offsite management lands to be provided will depend on the distance between the project footprint and the nearest active nest site. The mitigation ratio varies from 0.5:1 to 1:1 of habitat preserved for each acre lost. If acceptable to CDFW, the City also may be able to purchase mitigation credits for Swainson's hawk foraging habitat from a CDFW-approved mitigation or conservation bank. Information on the nearest nest will be collected during Swainson's hawk surveys conducted under Mitigation Measure BIO-15 to determine the appropriate mitigation ratio. If no active nests are found during this survey, a search of the California Natural Diversity Database (CNDDDB) will be conducted, and CDFW will be contacted to determine the nearest active nest.	City of Woodland	After construction	Impact BIO-5
Mitigation Measure BIO-17: Conduct nesting surveys for special-status and non-special-status birds and implement protective measures during construction. The City will retain qualified wildlife biologists with knowledge of the relevant species to conduct nesting surveys before the start of construction. A minimum of three separate surveys will be conducted between February 1 and June 1. Surveys will include a search of all suitable nesting habitat (trees, shrubs, emergent wetland, ruderal areas, field crops) in the construction area. In addition, a 500-foot area around the project footprint will be surveyed for nesting raptors, western yellow-billed cuckoo, least Bell's vireo, burrowing owl, and tricolored blackbird, and a 50-foot buffer area will be surveyed for other nesting birds. If no active nests are detected during these surveys, no additional measures are required.	City of Woodland and a qualified biologist	During construction	Impact BIO-6

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
If an active nest is located in the survey area, an appropriate no-disturbance buffer will be established by the biologist. The buffer distance should be determined based on the species, nature of construction activities, and line of sight from the work area. At a minimum, all work will be conducted no less than 500 feet from an active raptor nest, 100 feet from an active migratory bird nest, or another distance as determined during informal consultation with CDFW and/or USFWS. Larger buffers may be required for listed species (e.g., western yellow-billed cuckoo) if a nest is detected within the survey area.			
Mitigation Measure BIO-18: Avoid and minimize construction and operation and maintenance impacts on western yellow-billed cuckoo and least Bell's vireo and their habitat. The City and its contractors will implement the following measures to avoid and minimize impacts on western yellow billed cuckoo and least Bell's vireo. • To the maximum extent practicable, the City will avoid construction in areas within 300 feet of potential western yellow-billed cuckoo and least Bell's vireo nesting habitat between May 15 and September 30. • When construction within 300 feet of potential western yellow-billed cuckoo or least Bell's vireo nesting habitat must occur between May 15 and September 30, a qualified biologist will conduct presence/absence surveys for western yellow-billed cuckoo and least Bell's vireo within all accessible suitable habitat within 300 feet of the proposed construction area. If any nesting western yellow-billed cuckoo or least Bell's vireo are detected, construction will halt within a 300-foot buffer until the young fledge or the qualified biologist determines that the nest is inactive. Additionally, the qualified biologist will monitor the nest daily when work is occurring within 500 feet of the nest to ensure that the work is not altering nesting behavior. • Herbicide and pesticide spraying in association with maintenance activities within 300 feet of potential western yellow-billed cuckoo or least Bell's vireo nesting habitat will not be conducted on windy days.	City of Woodland and its contractors	During construction and operations and maintenance	Impact BIO-6
Mitigation Measure BIO-19: Identify suitable roosting habitat for bats and implement avoidance and protective measures. If tree removal cannot be conducted between September 15 and October 30, qualified biologists will examine trees to be removed or trimmed for suitable bat roosting habitat before removal. High-quality habitat features will be identified and the area around these features searched for bats and bat sign (e.g., guano, culled insect parts, staining). Riparian woodland, orchards, and stands of mature broadleaf trees should be considered potential habitat for solitary foliage-roosting bat species. Passive monitoring using full spectrum bat detectors may	City of Woodland and qualified biologists	Prior to tree removal required for construction	Impact BIO-7

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
be needed if identification of bat species is required. Survey methods should be discussed with CDFW prior to the start of surveys. Measures to avoid and minimize impacts to sensitive bats species will be determined in coordination with CDFW and may include the following. • Tree removal will be avoided between April 1 and September 15 (the maternity period) to avoid effects on pregnant females and active maternity roosts (whether colonial or solitary). • All tree removal will be conducted between September 15 and October 30, which corresponds to a time period when bats have not yet entered torpor or would be caring for nonvolant young. • Trees will be removed in pieces rather than felling an entire tree. • If a maternity roost is located, whether solitary or colonial, that roost will remain undisturbed until September 15 or a qualified biologist has determined the roost is no longer active. • If avoidance of nonmaternity roost trees is not possible, and tree removal or trimming must occur between October 30 and August 31, qualified biologists will monitor tree trimming/removal. If possible, tree trimming/removal should occur in the late afternoon or evening when it is closer to the time that bats would normally arouse. Prior to removal/trimming, each tree will be shaken gently and several minutes should pass before felling trees or limbs to allow bats time to arouse and leave the tree. The biologists should search downed vegetation for dead and injured bats. The presence of dead or injured bats that are species of special concern will be reported to CDFW. The biologist will prepare biological monitoring report, which will be provided to the project lead and CDFW.	City of Woodland and a qualified botanist	Before construction	Impact BIO-9
Mitigation Measure BIO-20: Conduct special-status plants surveys. During the spring and summer prior to project construction, the City will retain a qualified botanist to conduct surveys for special-status plants throughout the project footprint in accordance with the 2018 CDFW <i>Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities</i> (California Department of Fish and Wildlife 2018). If any special-status plants are identified during the surveys, the botanist will photograph and map locations of the plants, document the location and extent of the special-status-plant population on a CNDDB survey form, and submit the completed survey form to the CNDDB. The amount of compensatory mitigation required will be based on the results of these surveys.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-21: Avoid or compensate for impacts on special-status plants. If any special-status plants are found within the project footprint, a 100-foot fenced buffer will be established around the plants, and the impact will be considered avoided. If impacts to state- or federally listed special-status plants are unavoidable, or if a 100-foot buffer cannot be established, then a compensatory conservation plan for the affected special-status plants will be developed in coordination with CDFW and, for any federally listed species, also with USFWS. For any directly and indirectly impacted special-status plant species (i.e., those within a 100-foot buffer of temporary or permanent impacts), a conservation plan will be prepared. The conservation plan will require the City to protect and maintain existing populations of the same special-status plant species in the vicinity of the project footprint. For direct impacts, the City will conserve occupied habitat at a 3:1 ratio (i.e., 3 acres conserved for every 1 acre directly impacted) or at a ratio to be negotiated with the resource agencies. For indirect impacts, the City will conserve occupied habitat at a 1:1 ratio (i.e., 1 acre conserved for every 1 acre indirectly impacted) or at a ratio to be negotiated with the resource agencies. Conservation will not be based on the number of plants, as that can be highly variable by year for annual plant species. If plants are within the project footprint and will be directly affected, then the conservation plan will include details on the following: seed collection, relocation/transplant potential, storage, propagation (if deemed appropriate), location and preparation of receptor site, installation, long-term protection and management, monitoring and reporting requirements, and remedial action responsibilities should the initial effort fail to meet compensation requirements. The conservation plan will include the following for populations to be preserved, as well as any proposed offsite plant establishment locations. • Monitoring: This will include both success monitoring for newly established populations, and long-term monitoring of all special-status plant populations set aside or established. • Conservation Easements: Dedication of conservation easements, purchase of mitigation credits, or other offsite dedication measures will be detailed in the conservation plan, along with an endowment for management in perpetuity. This endowment must be funded in full before groundbreaking. • Long-Term Management: The plan will include information on responsible parties for long-term management, holders of conservation easements, long-term management requirements, and other details, as appropriate, for the preservation of long-term viable populations.	City of Woodland	During and after construction	Impact BIO-9

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Reporting: The plan will include reporting requirements for the results of the short-term success monitoring, the long-term special-status population monitoring, and the long-term management.			
Mitigation Measure BIO-22: Conduct a native tree survey prior to construction. In order to determine the number of native oaks in the project footprint and the extent of compensation needed, the City will retain a qualified arborist to identify, measure, and map the native oak trees in the project footprint.	City of Woodland and a qualified arborist	Before construction	Impact BIO-11
Mitigation Measure BIO-23: Protect native trees during construction. This measure applies to all native oaks that have a diameter at breast height (dbh) of at least 6 inches, or if it has multiple trunks of less than 6 inches each, a combined dbh of at least 10 inches. With the exception of the trees slated for removal that will be mitigated for through compensatory measures, all native oak trees in the project footprint, all portions of adjacent offsite native oak trees that have driplines that extend onto the project footprint, and all offsite native oak trees that may be impacted by levee and channel construction associated with this project, will be preserved and protected as follows. - A circle with a radius measurement from the trunk of the tree to the tip of its longest limb shall constitute the dripline protection area of the tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of the tree. Removing limbs which make up the dripline does not change the protected area. - Chain link fencing or a similar protective barrier shall be installed one foot outside the driplines of the native trees prior to initiating project construction, in order to avoid damage to the trees and their root system. - No signs, ropes, cables (except cables which may be installed by a certified arborist to provide limb support) or any other items shall be attached to the native trees. - No vehicles, construction equipment, mobile home/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the driplines of the native trees. - Any soil disturbance (scraping, grading, trenching, and excavation) is to be avoided within the driplines of the native trees. Where this is necessary, an International Society of Arboriculture (ISA) Certified Arborist will provide specifications for this work, including methods for root pruning, backfill specifications and irrigation management guidelines.	City of Woodland and an ISA Certified Arborist	During construction	Impact BIO-11

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
• Trenching within protected tree driplines is not permitted. If trenching must encroach upon the dripline, they should be tunneled or bored under the tree under the supervision of an ISA Certified Arborist. • If temporary haul or access roads must pass within the driplines of oak trees, a roadbed of six inches of mulch or gravel shall be created to protect the root zone. The roadbed shall be installed from outside of the dripline and while the soil is in a dry condition, if possible. The roadbed material shall be replenished as necessary to maintain a six-inch depth. • Drainage patterns on the site shall not be modified so that water collects or stands within, or is diverted across, the dripline of oak trees. • Tree pruning that may be required for clearance during construction must be performed by an ISA Certified Arborist or Tree Worker and in accordance with the American National Standards Institute (ANSI) A300 pruning standards and the ISA "Tree Pruning Guidelines."			
Mitigation Measure BIO-24: Compensate for fill of wetlands and non-wetland waters of the United States/waters of the state. Temporarily disturbed wetlands and non-wetland waters will be returned to pre-construction condition following construction. The City also will implement the conditions and requirements of state and federal permits that will be obtained for the Proposed Project. The City will compensate for the permanent fill of waters of the United States/waters of the state in four non-wetland waters types (intermittent drainage, open water, pond, and irrigation canal) and in three wetland habitat types (alkaline seasonal wetland, seasonal marsh, and seasonal wetland). The minimum wetland compensation ratio to ensure no net loss of wetland or drainage functions and values will be 1:1 (1 acre of habitat credit for every 1 acre of permanent impact). The final compensation ratio will be approved by USACE. The City will compensate for permanent loss of wetlands and non-wetland waters through one or more of the following mitigation options. • Purchase habitat credits from a USACE-approved mitigation bank with service areas for Yolo County, such as the River Ranch Wetland Mitigation Bank or Locust Road Mitigation Bank and provide written evidence to the resource agencies that compensation has been established through the purchase of mitigation credits. The amount to be paid will be according to the fee schedule that is in effect at the time the fee is paid. The mitigation will be approved by USACE and may be modified during the permitting process. • Pay into the National Fish and Wildlife Foundation Sacramento District In-Lieu Fee Program.	City of Woodland, USACE	After construction	Impact BIO-13

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure BIO-25: Avoid the introduction and spread of invasive plants during construction. The City will be responsible for avoiding the introduction of new invasive plants and the spread of invasive plants previously documented in the project footprint. Accordingly, the following measures will be implemented during construction. • Educate construction supervisors and managers on weed identification and the importance of controlling and preventing the spread of invasive weeds. • Dispose of invasive species material removed during project construction offsite at an appropriate disposal facility to avoid the spread of invasive plants into natural areas. • Minimize surface disturbance to the greatest extent feasible to complete the work. • Use weed-free imported erosion-control materials (or rice straw in upland areas). • Use locally grown native plant stock and native or naturalized (noninvasive) grass seed during revegetation.	City of Woodland	During construction	Impact BIO-15
Mitigation Measure AG-1: Conserve Farmland (Prime Farmland and Unique Farmland). The lead agency will preserve Farmland (Prime Farmland and Unique Farmland) in an amount commensurate with the quantity and quality of converted Farmland. This would be satisfied by a replacement ratio of 3:1 for Prime Farmland, and 2:1 for non-Prime farmland, consistent with the Yolo County Agricultural Conservation and Mitigation Program as identified in Zoning Ordinance Section 8-2.404, for lands that are permanently converted to nonagricultural use by the Proposed Project.	City of Woodland	Before construction	Impact AG-1
Mitigation Measure AQ-1: Implement fugitive dust control best management practices. The City of Woodland will require its contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing the following control measures at all construction and staging areas. The following measures are based on recommendations from the Yolo-Solano Air Quality Management District's (YSAQMD's) CEQA Handbook (2007). • All exposed surfaces (e.g., staging areas, soil piles, graded areas) will be watered three times per day. • Apply the soil stabilizer PennzSuppress D to all unpaved access and embankment roads. • Prohibit all grading activities and water all areas of disturbed soil under windy conditions (winds more than 20 miles per hour). • Limit vehicle speeds on unpaved roads, driveways, or driving surfaces to 15 mph. • Cover all haul trucks transporting soil, sand, or other loose material offsite.	City of Woodland and its contractors	During construction	Impact AQ-2 Impact AQ-3

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
• Cover active and inactive storage piles where appropriate. • Cover, hydroseed, or apply soil stabilizers to unpaved areas that will remain inactive for extended periods. • Remove all visible mud or dirt track-out onto adjacent public roads using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the YSAQMD also will be visible to ensure compliance with the YSAQMD 4 Rule 2.5, Nuisance.	The City of Woodland	During construction	Impact GHG-1 Impact GHG-2 Impact EN-2
Mitigation Measure GHG-1: Implement measures to reduce GHG emissions from construction. The City of Woodland will reduce GHG emissions generated during short-term construction by implementing the following measures. The measures apply to construction activities in both the City and Yolo County. • Prior to commencing any construction activities, the City will develop a Transportation Demand Management (TDM) Plan to reduce the number of construction worker trips. The TDM plan will incorporate TDM strategies to be implemented during construction, including the following. - o Implementation of a ride-sharing program to encourage carpooling among the workers. - o Adjustment of work schedules (e.g., arrive before 7 a.m. or after 9 a.m.; leave before 4 p.m. or after 6 p.m.) so that workers do not access the site during peak hours. - o Provision of offsite parking locations for workers outside the City with shuttle services to bring them on site. - o Provision of subsidized transit passes for construction workers. • The City will require contractors, as a condition of contracts, to minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Contractors must provide clear signage that posts this requirement for workers at the entrances to the site. • The City will require contractors, as a condition of contracts, to use alternatively fueled (e.g., biodiesel, electric, renewable diesel) construction vehicles/equipment in at least 15 percent of their fleets.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
The City will require contractors, as a condition of contracts, to recycle or reuse at least 75 percent of construction waste or demolition materials.			
Mitigation Measure GHG-2: Implement measures to reduce GHG emissions from operations and maintenance activities. The City of Woodland shall reduce GHG emissions generated during long-term operations and maintenance (O&M) by implementing the following measures. - Require electric battery powered landscaping equipment (e.g., trimmers) for vegetation removal. - Require electric or hybrid-electric vehicles (passenger vehicles and trucks) for all required levee inspection and maintenance trips.	City of Woodland	During operations and maintenance	Impact GHG-1 Impact GHG-2 Impact TRA-2 Impact EN-2
Mitigation Measure CUL-1: Evaluation of resources 50 years or older in the event of floodproofing. When floodproofing measures are undertaken on a property that contains buildings or structures that are 50 years of age or older, those resources will be surveyed and evaluated for National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) eligibility. If the property was evaluated as part of the current study, it will be exempt from reevaluation. The City of Woodland or their agents will be responsible for documenting the evaluation of floodproofing properties and will be responsible for putting in place appropriate measures if any of the properties evaluated are found to be historical resources for the purposes of CEQA.	City of Woodland or its agents	Timing unknown	Impact CUL-1
Mitigation Measure CUL-2: Implement inadvertent discovery procedures. If cultural resources are discovered during construction, all construction will immediately stop within 100 feet (30 meters) of the discovery, the location of the discovery will be marked for avoidance, and efforts will be made to prevent inadvertent destruction of the find. The contractor must notify USACE and the City of Woodland (if not on location). The City, in consultation with USACE, will determine whether the discovery is a potential NRHP-eligible resource by evaluating the resource pursuant to the criteria in 36 Code of Federal Regulations Part 60.4. The City will also evaluate the resource to determine whether it is a historical resource or unique archaeological resource under CEQA. If the City and USACE determine that the discovery is neither an NRHP-eligible resource nor a historical resource, the discovery will be documented and construction may proceed at the direction of USACE and the City. If the City and USACE determine that human remains are not present, that the discovery is not an isolated find, and that the discovery may be eligible for the NRHP or significant under CEQA, the City and USACE will notify the State Historic Preservation Officer and other relevant parties as early as feasible. Notification will include a description of the discovery, the circumstances leading to its identification, and recommendations for	City of Woodlandcontract or, USACE	During construction	Impact CUL-2

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
further action. Where feasible, the notification will also include a tentative NRHP and CRHR eligibility recommendation and description of probable effects. If the resource cannot be evaluated based on available evidence (for example, where test excavation is required), the City will use testing and evaluation methods provided in the research design and treatment plan appended to the Programmatic Agreement for further technical work necessary to determine the eligibility of the resource and to describe effects under CEQA and NHPA. Treatment will be implemented where necessary to resolve adverse or significant effects on inadvertently discovered cultural resources that are CRHR or NRHP eligible. The City will consider preservation in place as the preferred mitigation, as required under CEQA Guidelines Section 15126.4(b) for all CRHR-eligible resources that are subject to significant effects. The City will prepare a discussion documenting the basis for the selection of treatment consistent with this section.			
Mitigation Measure CUL-3: Implement human remains discovery procedures. Response to human remains discoveries for the Proposed Project is governed California state law, because the Proposed Project is located on non-federal land. In the event of a human remains discovery, the City of Woodland will immediately notify the Yolo County Coroner. The coroner, as required by the California Health and Safety Code Section 7050.5, will make the final determination about whether the remains constitute a crime scene or are Native American in origin. The coroner may take 2 working days from the time of notification to make this determination. If the coroner determines that the remains are of Native American origin, the coroner will contact the Native American Heritage Commission within 24 hours of the determination. The commission will immediately designate and contact the most likely descendant (MLD), who must make recommendations for treatment of the remains within about 48 hours from completion of their examination of the finds, as required by Public Resources Code Section 5097.98(a). The City will then contact the landowner to notify them of the find. It is likely that if a Native American burial is found, it will be found in the context of a prehistoric archaeological property. For a prehistoric property associated with burials, decisions must be made about how the remainder of the property will be treated for its archaeological (and possibly other) values. Not only must the MLD make decisions about the burials, but a plan must be devised also for evaluation and—if determined to be eligible for the NRHP—treatment of the property in consultation with the MLD, State Historic Preservation Officer, and other consulting parties (see Mitigation Measure CUL-2).	City of Woodland	During construction	Impact CUL-3

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
If the remains are found not to be Native American in origin and do not appear to be in an archaeological context, construction will proceed at the direction of the coroner and the City. It is likely that the coroner will exhume the remains. Once the remains have been appropriately and legally treated, construction may resume in the discovery area upon receipt of the City of Woodland's express authorization to proceed.			
Mitigation Measure TCR-1: Implement measures in Yocha Dehe Cultural Resources Treatment Protocol. The following measures have been excerpted or summarized from the Yocha Dehe Wintun Nation treatment protocol; all measures and stipulations in the original protocol will be implemented as appropriate for the identified resource. Treatment of Native American human remains. The preferred protocol upon the discovery of Native American human remains is to (1) secure the area, (2) cover any exposed human remains or other cultural items, and (3) avoid further disturbances in the area. If Native American human remains are found during the course of the Proposed Project, the determination of MLD under California Public Resources Code Section 5097.98 will be made by the Native American Heritage Commission upon notification to the commission of the discovery of said remains at a project site. In the event that Native American human remains are found during development of the Proposed Project and the Tribe or a member of the Tribe is determined to be MLD pursuant to Section II of this Protocol, the following provisions shall apply. The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease and the Tribe shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site of the discovery and (2) make determinations as to how the human remains and grave goods should be treated and disposed of with appropriate dignity. The Tribe shall complete its inspection and make its MLD recommendation within 48 hours of getting access to the site. The Tribe shall have the final determination as to the disposition and treatment of human remains and grave goods. Said determination may include avoidance of the human remains, reburial onsite, or reburial on tribal or other lands that will not be disturbed in the future. The Tribe may wish to rebury said human remains and grave goods or ceremonial and cultural items on or near the site of their discovery, in an area which will not be subject to future disturbances over a prolonged period of time. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code Sections 5097.98(a) and (b).	City of Woodland	During construction	Impact TCR-1

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
The term "human remains" encompasses more than human bones because the Tribe's traditions call for the burial of associated cultural items with the deceased (funerary objects), and/or the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes, soils and other remnants of these burning ceremonies, as well as associated funerary objects and unassociated funerary objects buried with or found near the Native American remains are to be treated in the same manner as bones or bone fragments that remain intact. Nondisclosure of Location of Reburials. Unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq. ... The Tribe will require that the location for reburial is recorded with the California Historic Resources Inventory System (CHRIS) on a form that is acceptable to the CHRIS center. The Tribe may also suggest that the landowner enter into an agreement regarding the confidentiality of site information that will run with title on the property. Treatment of other cultural resources. Treatment of all cultural items, including ceremonial items and archeological items, will reflect the religious beliefs, customs, and practices of the Tribe. All cultural items, including ceremonial items and archeological items, which may be found at a project site should be turned over to the Tribe for appropriate treatment, unless otherwise ordered by a court or agency of competent jurisdiction. The City of Woodland should waive any and all claims to ownership of tribal ceremonial and cultural items, including archeological items, which may be found on a project site in favor of the Tribe. If any intermediary, (for example, an archaeologist retained by the City) is necessary, said entity or individual shall not possess those items for longer than is reasonably necessary, as determined solely by the Tribe. Inadvertent discoveries. If additional significant sites or sites not identified as significant during the Proposed Project's environmental review process, but later determined to be significant, are located within the project impact area, such sites will be subjected to further archeological and cultural significance evaluation by the City and the Tribe to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources. If there are human remains present that have been identified as Native American, all work will cease for a period of up to 30 days in accordance with Federal Law. Tribal monitors. Tribal monitors shall be present during grading and ground disturbing operations at the development site.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure TCR-2: Implement measures in Public Resources Code Section 21084.3 (b). Public Resources Code Section 21084.3 states: (a) Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource. (b) If the lead agency determines that a project may cause a substantial adverse change to a tribal cultural resource, and measures are not otherwise identified in the consultation process provided in Section 21080.3.2, the following are examples of mitigation measures that, if feasible, may be considered to avoid or minimize the significant adverse impacts: (1) Avoidance and preservation of the resources in place, including, but not limited to, planning and construction to avoid the resources and protect the cultural and natural context, or planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria. (2) Treating the resource with culturally appropriate dignity taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following: (A) Protecting the cultural character and integrity of the resource. (B) Protecting the traditional use of the resource. (C) Protecting the confidentiality of the resource. (3) Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places. (4) Protecting the resource.	City of Woodland	During construction	Impact TCR-1
Mitigation Measure TRA-1: Traffic management plan for project construction. The City of Woodland will develop and, upon review and consultation with Yolo County implement a traffic management plan for construction of the Proposed Project to address issues related to transportation-related circulation, access, staging, and hours of delivery during the construction window. The traffic management plan would disseminate appropriate information to contractors and affected agencies regarding coordinating construction activities to minimize disruption and maintain circulation to the extent possible, with particular focus on ensuring connectivity for transit, people walking, and people bicycling. In addition, the plan would include provisions for roadways to be surveyed and repaired after construction is complete to ensure roadways that experience damage from the effects of heavy traffic during the	City of Woodland, Yolo County, Emergency Response Liaison, Community Liaison Officer, construction contractor	During construction	Impact TRA-3 Impact TRA-4 Impact HAZ-4

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
construction window are restored to their pre-project (or better) condition. The traffic management plan would supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set forth by relevant City or County departments and agencies, and the California Department of Transportation. The traffic management plan will include a range of measures to minimize disruption, to the extent feasible, so that overall circulation is maintained to the extent possible during project construction. The construction management plan may include the following measures. • Restricted Truck Access Hours—Limit truck movements to weekdays and restrict the amount of truck movement that occurs between the peak hours of 7 a.m. and 9 a.m. and between 4 p.m. and 7 p.m. to the extent feasible and reasonable (in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules). This will help to minimize disruptions to vehicular traffic and the addition of potential roadway hazards during the a.m. and p.m. peak periods. • Emergency Access—Traffic control and local traffic access will be provided at all times for residents, schools, emergency response vehicles (fire department, etc.), agricultural operations, business and property owners on closed roads, should detours or temporary roadway modifications occur during construction of the Proposed Project. • Emergency Response Liaison—Appoint an emergency response liaison to coordinate the reduction of construction-related traffic for the duration of any emergency at or nearby the project site. The City of Woodland and Yolo County Fire Departments and Sheriff's Offices and the California Highway Patrol will be provided with the construction schedule and the onsite contact information for the emergency response liaison prior to construction. The emergency response liaison will be immediately reachable at all times during project construction. The emergency response liaison will have radio contact with project construction vehicles at all times to coordinate traffic reduction measures. In addition, the emergency response liaison will coordinate with the local fire and sheriff's departments and the California Highway Patrol to establish emergency procedures for access to the project site in the event of an emergency. • Community Liaison Officer—Appoint a community liaison officer to respond to inquiries or concerns of surrounding residents and businesses, as well as the general public. The community liaison officer will be located onsite during construction hours and may be contacted via a project hotline. The name of the community liaison			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
officer and the hotline phone number shall be conspicuously posted at the construction site. The community liaison officer will notify the contractor if they have been notified of any construction activities that potentially violate the traffic management plan. • Roadway Signage—The City or the City’s contractor will clearly identify the work zone, any temporary roadway modifications, or potentially hazardous roadway features located along construction detours with signage and warning lights, noting that the driver’s sight lines will vary from location to location depending on the curve of the road, hills/valleys, or objects/buildings beside the road. The contractor will ensure that any signs, devices, or barriers are visible in all varying conditions of light and weather, and make sure that the work zone is indicated far enough in advance (so that drivers have time to adjust their speed and plan for temporary roadway changes). In addition, electrically operated programmable signs warning the public about upcoming closures or modifications will be placed at locations of closures beginning 1 week prior to the roadway closure. • Pedestrian/Bicycle Route Signage—Proper sidewalk or bicycle lane/trail closure signs and signage will be utilized to clearly indicate any required detours resulting from construction. Sidewalks will not be closed without proximate usable alternative walkways being available. • Roadway Quality Monitoring and Repairs—After the completion of project construction, the City of Woodland will conduct a survey to assess potential damage to the roadway quality (e.g., the appearance of new potholes, etc.) along project construction routes. Where damage is observed, repairs will be completed to restore the roadways to pre-construction or better conditions.	City of Woodland or its contractor	Before and during construction	Impact AES-2
Mitigation Measure AES-1: Install temporary visual barriers between construction zones and residences and maintain construction sites and staging areas in an orderly fashion. To obstruct undesirable views of construction activities from residence front yards and backyards that abut the project footprint the project proponent or contractor will install fencing (such as chain link with slats or fencing made of windscreen material) or other structures. The fencing will be a minimum of 7 feet high to help maintain residents’ privacy. In addition, construction sites and staging areas will be maintained in a neat and orderly fashion. The construction site and staging areas also will be kept free of debris and trash to the degree possible. The construction site and staging areas will be left in a clean state upon completion of construction.			

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
Mitigation Measure HAZ-1: Develop and implement a health and safety plan. The City of Woodland will develop and implement a Health and Safety Plan to address worker safety when working with potentially hazardous materials (e.g., levels of protective personal equipment, emergency action plan, procedures for encountering hazardous materials) including potential asbestos containing materials, lead-based paint, pesticides, and other construction-related materials within the project area during any soil-disturbing activity. Additional measures shall include identification of appropriate fueling and maintenance areas for equipment, daily equipment inspection schedule, a spill response plan, spill response supplies to be maintained onsite, and a complete list of the agencies to be notified (with their telephone number).	City of Woodland	Before and during construction	Impact HAZ-2 Impact HAZ-3
Mitigation Measure HAZ-2: Perform a phase I environmental site assessment prior to construction activities and remediate if necessary. Prior to construction, the project proponent will conduct a phase I environmental site assessment in conformance with the American Society for Testing and Materials Standard Practice E1527-05. All environmental investigation, sampling, and remediation activities associated with properties in the project area will be conducted under a work plan approved by the regulatory oversight agency and will be conducted by the appropriate environmental professional consistent with Phase I environmental site assessment requirements. A Phase I environmental site assessment will, at a minimum, include the following components. • An onsite visit to identify current conditions (e.g., vegetative dieback, chemical spill residue, presence of above- or underground storage tanks). • An evaluation of possible risks posed by neighboring properties. • Interviews with persons knowledgeable about the site's history (e.g., current or previous property owners, property managers). • An examination of local planning files to check prior land uses and any permits granted. • File searches with appropriate agencies (e.g., State Water Board, fire department, County health department) having oversight authority relative to water quality and groundwater and soil contamination. • Consultation with the California Division of Oil, Gas, and Geothermal Resources (DOGGR) to identify if wells are present. • Examination of historical aerial photography of the site and adjacent properties.	City of Woodland	Before and during construction and demolition	Impact HAZ-2 Impact HAZ-3

Description of Measure	Implementing Party/Parties	Implementation Schedule	Applicable Impacts
• A review of current and historic topographic maps of the site to determine drainage patterns. • An examination of chain-of-title for environmental liens and/or activity and land use limitations. If the phase I environmental site assessment indicates likely site contamination, or consultation with DOGGR identifies an abandoned well, a phase II environmental site assessment will be performed (also by an environmental professional). A phase II environmental site assessment would comprise the following. • Collection of original surface and/or subsurface samples of soil, groundwater, and building materials to analyze for quantities of various contaminants. This includes sampling at the location of any well identified by DOGGR consultation to identify potential leaks. • An analysis to determine the vertical and horizontal extent of contamination (if the evidence from sampling shows contamination). If contamination is uncovered as part of phase I or II environmental site assessments, remediation will be required. If materials such as asbestos-containing materials, LBP, or polychlorinated biphenyl -containing equipment are identified, these materials will be properly managed and disposed of prior to or during the demolition process. Any contaminated soil identified on a project site must be properly disposed of in accordance with California Department of Toxic Substances Control's regulations in effect at the time. If, during construction/demolition of structures, soil or groundwater contamination is suspected, the construction/demolition activities will cease and appropriate health and safety procedures will be implemented, including the use of appropriate personal protective equipment (e.g., respiratory protection, protective clothing, helmets, goggles).	City of Woodland, a City representative	Before construction	Impact HAZ-2 Impact HAZ-3
Mitigation Measure HAZ-3: Develop a freight rail management plan. The City will designate a City representative to work with the railroad(s) to identify a rail representative such that coordination and communication can occur between the City and railroad(s). As part of this coordination, a freight rail management plan will be developed documenting the communications protocol between the City and the railroads to inform the railroads of construction timing and duration and to inform the City as to when rail cars need to pass. Safety protocols for those individuals working near or on the railroad will also be identified in this management plan and implemented by the City.			

References Cited

- California Department of Fish and Game. 1994. Staff Report Regarding Mitigation for Impacts to Swainson's Hawk (*Buteo swainsoni*) in the Central Valley of California. Sacramento, CA. November 1.
- California Department of Fish and Wildlife. 2018. California Sensitive Natural Communities List. Available: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=153609&inline>. Last updated: November 8, 2019.
- Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources. Impact Mitigation Guidelines Revision Committee*. Available: http://vertpaleo.org/Membership/Member-Ethics/SVP_Impact_Mitigation_Guidelines.aspx. Accessed: November 19, 2019.
- Swainson's Hawk Technical Advisory Committee. 2000. *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* Swainson's Hawk Technical Advisory Committee, California Department of Fish and Game, Sacramento, CA.
- U.S. Fish and Wildlife Service. 1996. Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of ESA for the Listed Vernal Pool Branchiopods. April 19, 1996. 11 pp.
- U.S. Fish and Wildlife Service. 2017. Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*). U.S. Fish and Wildlife Service; Sacramento, California. 28 pp.
- Yolo Solano Air Quality Management District. 2007. *Handbook for Assessing and Mitigating Air Quality Impacts*. July.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, ADOPTING FINDINGS OF FACT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2015062075) PREPARED FOR THE WOODLAND FLOOD RISK MANAGEMENT PROJECT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING PROGRAM; AND APPROVING THE WOODLAND FLOOD RISK MANAGEMENT PROJECT (ALTERNATIVE 2A)

WHEREAS, Lower Cache Creek downstream from Clear Lake has a history of flooding and has experienced multiple flood events since the mid-1900s, including 20 severe flood events since 1990; and

WHEREAS, the current level of flood protection from Lower Cache Creek flood events is not adequate and poses risks to public health and safety as well as economic damages to property and infrastructure within the City of Woodland (City) and surrounding areas; and

WHEREAS, the City has proposed a Flood Risk Management Project (Project) to meet the State of California's Urban Level of Flood Protection criteria and the Federal Emergency Management Agency (FEMA) 100-year levee certification criteria for the City; and

WHEREAS, the Project is considered a "project" under the California Environmental Quality Act (CEQA); and

WHEREAS, under the California Environmental Quality Act (CEQA), specifically, section 21067 of the Public Resources Code and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City is the lead agency for the Project; and

WHEREAS, the City determined that an Environmental Impact Report (EIR) should be prepared for the Project, and an EIR was prepared in accordance with CEQA and the State CEQA Guidelines; and

WHEREAS, on June 25, 2015, the City filed a Notice of Preparation (NOP) with the State Clearinghouse, and accepted comments from agencies and interested parties through July 24, 2015; the City then paused work on the EIR until August 2019, at which time the City provided notice of a scoping meeting and held such meeting on September 11, 2019, to solicit comments from the public concerning issues the public would like to be considered in the EIR and, thereafter, accepted written comments until September 25, 2019; and

WHEREAS, a draft Environmental Impact Report (Draft EIR) for the Project was released on March 23, 2020, starting the public review and comment period which closed on August 14, 2020; and

WHEREAS, the City provided Notice of Availability (NOA) of the Draft EIR to the public at the same time that the City sent the Notice of Completion to the Office of Planning and Research, by publishing a copy of the NOA in the Woodland Daily Democrat on March 24, 2020 and mailing to the NOA to all property owners within the project area, to neighboring property owners within a 300-foot radius of the Project boundaries, and to all parties previously requesting information on the Project; and

WHEREAS, during the public comment period, copies of the Draft EIR and technical appendices were available for review and inspection at City Hall and on the City's website; and

WHEREAS, the City has evaluated the comments received from agencies, organizations, and persons on the Draft EIR and prepared responses to the comments received during the public review period; and

WHEREAS, the City prepared a Final EIR, which consists of the Draft EIR, all technical studies and memoranda prepared in connection with the Draft EIR, comments on the Draft EIR, responses to those comments, and the errata to the Draft EIR; and

WHEREAS, all potentially significant environmental effects were sufficiently analyzed in the Final EIR; and

WHEREAS, on February 5, 2021, the City gave public notice of the City Council meeting for consideration of Project and the Final EIR by posting notices at City; and by mailing notices to public agencies, the flood control advisory committee and interested members of the public; and

WHEREAS, pursuant to Public Resources Code section 21092.5, the City provided copies of its responses to timely commenting public agencies at least ten (10) days prior to the City Council's consideration of the Final EIR; and

WHEREAS, on February 16, 2021, the City Council considered the Project and the Final EIR at a duly-noticed meeting, during which members of the public were afforded an opportunity to comment; and

WHEREAS, as contained herein, the City Council has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of the Final EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the Final EIR sufficiently analyzes the feasible alternatives and mitigation measures necessary to avoid or substantially lessen the Project's potentially significant environmental impacts; and

WHEREAS, the findings and conclusions made by the City Council in this Resolution are based on the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

WHEREAS, the City has prepared, or caused to be prepared (a) CEQA Findings of Fact and a Statement of Overriding Considerations, which are attached hereto and incorporated herein by this reference as though set forth in full, and (b) a Mitigation Monitoring and Reporting Program, which is attached hereto and incorporated herein by this reference as though set forth in full; and,

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including but not limited to the Draft EIR, Final EIR, Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the Final EIR reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearing conducted by the City Council and no additional information submitted to the City Council have produced substantial new information requiring recirculation of the Final EIR or additional environmental review of the Project under State CEQA Guidelines section 15088.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. ENVIRONMENTAL REVIEW. As the decision-making body for the City, and in the City's roll as lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City Council has reviewed and considered the information relating to the Project contained within the Final EIR and all supporting documentation, together with all oral and written comments received during the public review process, and all other related documents, which are available at City Hall and which are incorporated by reference herein. The City Council finds that the Final EIR reflects the independent judgment and analysis of the City. The City Council further finds that the Final EIR contains a complete and accurate reporting of environmental impacts associated with the Project, and was prepared in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines. The City Council further finds and declares that the City has not received any evidence of new significant impacts, as

defined by State CEQA Guidelines, section 15088.5, after circulation of the Final EIR that would require recirculation. No substantial changes to the Project have occurred that would require a supplemental or subsequent Final EIR.

SECTION 3. FINDINGS OF FACT AND STATEMENT OF OVERRIDING

CONSIDERATIONS. In accordance with the State CEQA Guidelines, sections 15091 and 15093, the City Council hereby adopts the Environmental Findings of Fact attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein. The City Council further adopts the Statement of Overriding Considerations attached hereto and incorporated herein by this reference as if fully set forth herein.

SECTION 4. CERTIFICATION OF FINAL EIR. In accordance with State CEQA Guidelines, section 15090, the City Council hereby certifies the Final EIR and certifies that: (a) The Final EIR is an accurate and objective statement that has been completed in compliance with CEQA and the State CEQA Guidelines; (b) The City Council has been presented with and has reviewed and considered the information contained in the EIR prior to approving the Project; and (c) the EIR reflects the City Council's independent judgment and analysis.

SECTION 5. MITIGATION MONITORING AND REPORTING PROGRAM. Pursuant to Public Resources Code section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program (MMRP) attached hereto and incorporated herein by this reference. The City Council finds that the MMRP is designed to ensure that, during the implementation of the Project, the City and any other responsible parties implement the components of the Project and comply with the mitigation measures identified in the MMRP. To the extent there is any conflict between the MMRP, the Final EIR, or the Findings of Fact, the terms and provisions of the MMRP shall control.

SECTION 6. APPROVAL OF PROJECT. The City Council hereby approves the proposed Project, also known as the Woodland Flood Risk Management Project (Alternative 2A).

SECTION 7. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which these findings are based are located at 300 First Street, Woodland, CA 95695. The Principal Utilities Civil Engineer is the custodian of the record of proceedings.

SECTION 8. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

SECTION 9. NOTICE OF DETERMINATION. The City Council hereby directs staff to file a Notice of Determination within five (5) working days of final execution of this Resolution.

PASSED AND ADOPTED this 16th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: I.28
SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Update

Recommendation for Action: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2020/21 Budget.

Staff Contact:

Evis Morales, Financial Services Manager, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

This informational item represents the Citywide revenue and expenditure results through the first six (6) months of fiscal year 2020/21, as well as updated General Fund projections through the end of the fiscal year.

Discussion:

Attached to this report is an analysis of the results for the first half of fiscal year 2020/21 (FY21) for all City funds, as well as a discussion specifically of the General Fund. In addition to showing actual activity for the year, this report includes projected revenue and expenditure results through the remainder of the fiscal year for the General Fund. Each year following the adoption of the budget, items are identified that may require a correction or unanticipated needs arise. Proposed budget adjustments will be presented to City Council under a separate report.

The following represents selected highlights from the attached mid-year budget report. More detailed discussion of year-to-date activity and projected results are included in the attachment to this report.

- All Funds revenues through the second quarter of fiscal year 2020/21 are \$67.6 million, or 38% of the amended budget.
- Through the second quarter of FY2020/21, All Funds expenditures totaled \$84.9 million, or 36% of the amended budget. General Fund expenditures totaled \$24.1 million, or 42% of the amended budget.
- All Funds Expenditures by Department - At the end of the second quarter of fiscal year 2020/21, all departments appear to be tracking closely to budget.
- Through the end of the second quarter of FY2020/21, General Fund revenues are \$13.3 million or 24% of the amended budget. Based on information currently available, staff is projecting that revenues will exceed the amended budget by \$3.1 million by fiscal year end. As discussed in more detail in the attachment, better than projected sales tax, building permit activity, and one-time revenues are contributing to the improved revenue projections for FY2020/21.
- Through the second quarter of FY2020/21, General Fund expenditures total \$24.1 million or 43% of the amended budget. With the mid-year corrections that also include the revenue adjustments, staff expects for FY2020/21 to end with a surplus of \$262,547 more revenue than expenditures.
- Based on information presented herein, the General Fund unreserved fund balance is projected to be \$17.2 million or 33.5% of revenue by end of FY2020/21. This compares favorably with the City Council's reserve policy of 20% and would exceed the reserve target by \$6.9 million by end of fiscal year. The FY2020/21 budget assumed an unreserved fund balance of \$12.8 or 26.4% of revenues and

excess fund balance of \$3.1 million.

- Staff anticipates a detailed discussion of the budget, forecast and fund balance during the spring budget workshop in April leading to the FY2021/22 Preliminary/Adopted budget in June.

Conclusion:

Staff recommends the City Council receive a mid-year update on the Fiscal Year 2020/21 Budget.

Prepared By: Evis Morales, Financial Services Manager

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Mid-Year Budget Report FY21 - Attachment A

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2020/21 Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
General Fund	\$ 53,973,070	\$ 54,208,777	\$ 13,258,326	24%	
Special Revenue	\$ 20,246,321	\$ 21,733,886	\$ 10,214,682	47%	
Debt Service	\$ 1,547,854	\$ 1,547,854	\$ -	0%	
Development/Capital	\$ 15,347,484	\$ 15,347,484	\$ 6,185,025	40%	
Spring Lake	\$ 9,066,006	\$ 9,066,006	\$ 7,715,594	85%	
Enterprise Funds	\$ 50,613,486	\$ 50,613,486	\$ 26,950,091	53%	
Internal Service	\$ 19,198,553	\$ 19,198,553	\$ 3,220,342	17%	
Successor Agency	\$ 900,000	\$ 900,000	\$ 16,588	2%	
Agency	\$ 5,623,155	\$ 5,623,155	\$ 186	0%	
Total All Funds	\$ 176,515,929	\$ 178,239,201	\$ 67,560,834	38%	

- All Funds revenues through the second quarter of fiscal year 2020/21 are \$67.6 million, or 38% of the amended budget.
- General Fund revenues are \$13.3 million or 24% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Special Revenue funds (for the most part) are grant funds that are reimbursed to the City as projects make progress or special assessments with revenues that are received with property tax installments in January and May.
- Revenues in Debt Service funds come from transfers from other funds, which are typically recorded at the end of the year.
- Development/Capital revenues are \$6.2 million or 40% of the amended budget.
 - All of the revenues received are related to Development Impact fees collected.
 - Measure F funds are included in the Development/Capital Projects fund category. Sales tax revenues from Measure F are first received in the General Fund and then transferred to the capital fund; only a portion of revenues have been received and no transfers have been made to date.

- Spring Lake revenues are \$7.7 million or 85% of the amended budget due to higher than expected residential development specifically within Spring Lake.
- Enterprise Fund revenues are trending consistent with the budget and with the respective fee studies.
- Successor Agency revenues are \$16,588 or 2% of amended budget with the largest distribution of revenues to occur in January and May.
- Agency funds are primarily pass-through special assessment funds with revenues received with property taxes in January and May. The revenue collected year-to-date is related to interest income earned on bond reserve funds.

Table 2 – All Funds Expenditures by Fund Type

	FY2020/21 Expenditures		Year-to Date	
	Original Budget	Amended Budget	Actuals	%
Internal Service	\$21,032,325	\$21,916,441	\$9,031,445	41%
General Fund	\$55,126,539	\$56,667,225	\$24,070,110	42%
Enterprise Funds	\$59,353,924	\$78,785,587	\$20,801,269	26%
Special Revenue	\$19,565,648	\$31,781,547	\$8,518,802	27%
Development/Capital	\$18,100,127	\$28,078,685	\$4,238,305	15%
Successor Agency	\$1,022,099	\$1,022,099	\$447,869	44%
Spring Lake	\$3,871,251	\$12,389,909	\$13,838,424	112%
Debt Service	\$1,547,854	\$1,547,854	\$771,428	50%
Agency	\$5,623,154	\$5,653,956	\$3,193,553	56%
Total All Funds	\$185,242,921	\$237,843,302	\$84,911,206	36%

- Through the second quarter of FY2020/21, All Funds expenditures totaled \$84.9 million, or 36% of the amended budget. General Fund expenditures totaled \$24.1 million, or 42% of the amended budget.
- Internal Service funds reflect expenditures of \$9.0 million, or 41% of the amended budget. Most funds within this category are tracking with budget through six months of activity. The Vehicle Replacement Fund has only spent \$593,713 out of a \$2.76 million dollar budget due to timing and bidding of new vehicles scheduled for replacement this year. The Vehicle-Equipment Lease Fund is trending low at only 23% of budget spent. Leases are paid based on a predetermined payment schedule, and the City expects to spend all budgeted funds by the end of the fiscal year.

- Enterprise funds expenditures are \$20.8 million or 26% of the amended budget after six months of activity. This low percentage is due primarily to \$8.7 million in budgeted depreciation that is not recorded until the end of the fiscal year and \$25.8 million in capital project expenses that are yet to be incurred due to timing and project schedules (see CIP Chart below). Other operating expenditures are trending as expected.
- Special Revenue funds are at \$8.5 million or 27% of the amended budget. \$14.9 million in expenditures are remaining and are currently tracking lower than expected as a result of capital projects that have not yet incurred significant costs (see CIP Chart below).
- Development/Capital funds are at \$4.2 million or 15% of the amended budget. There are \$23.0 million in planned project expenses that have yet to be incurred (see CIP Chart below).
- Spring Lake funds are at \$13.8 million or 112% of the amended budget. The \$1.4 million in expenses over the amended budget is due to Spring Lake Infrastructure reimbursement to developers. Reimbursements to developers are issued when they build public improvements that the City would otherwise build. These projects are approved in the overall Spring Lake project plan, the timing of expenditures can vary. Staff is requesting a mid-year budget adjustment to address the shortfall and project additional reimbursements planned.
- Debt Service fund expenditures are \$771,428 million or 50% of the amended budget due to payments for refunding of lease revenue bonds, with other payments due later in the year.
- Agency funds reflect expenditures totaling \$3.2 million or of 56% of the amended budget due to debt service payments made on certain bonds during the first quarter, with remaining budgets expected to be fully utilized by year end.

CIP Chart

	Project Name	Amended Budget	Year-to-Date		Percent	
			Expenditures	Balance	Spent	
Enterprise Funds	ASR Wells #31	\$ 5,554,781	\$ -	\$ 5,554,781	0.00%	
	2021 Sewer/Water Repair & Replacement	\$ 4,884,860	\$ 103,269	\$ 4,781,592	2.11%	
	Water System Replacement Repairs	\$ 2,815,406	\$ 6,963	\$ 2,808,443	0.25%	
	2020 Sewer/Water Main Replacement	\$ 4,258,493	\$ 1,648,244	\$ 2,610,249	39%	
	Annual Sewer Repair and Replacement	\$ 2,056,547	\$ 7,772	\$ 2,048,775	0%	
	WPCF Pond #11 Biosolids Removal	\$ 1,553,732	\$ 622,388	\$ 931,344	40%	
	Wastewater Asset Replacement	\$ 850,000	\$ 5,080	\$ 844,920	1%	
	WPCF Clarifier #3 Equipment Replacement	\$ 1,544,703	\$ 757,226	\$ 787,477	49%	
	FloodSAFE Yolo/Cache Creek Feasibility	\$ 1,152,428	\$ 367,393	\$ 785,035	32%	
	Groundwater Monitoring Wells	\$ 755,000	\$ -	\$ 755,000	0%	
	Treatment Plan - Biosolids	\$ 554,233	\$ 1,902	\$ 552,331	0%	
	Replace Orangeburg Pipe	\$ 522,258	\$ 3,698	\$ 518,560	1%	
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 615,882	\$ 241,569	\$ 374,313	39%	
	New ASR Well Construction	\$ 384,292	\$ 11,921	\$ 372,371	3%	
	Groundwater Wells Demo Project	\$ 300,000	\$ 491	\$ 299,509	0%	
	Preparation of Water Inf Risk & Resile	\$ 255,000	\$ 42,492	\$ 212,508	17%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 200,000	\$ -	\$ 200,000	0%	
	Storm Drainage Outfall Channel Outlet	\$ 200,000	\$ -	\$ 200,000	0%	
	West Woodland Safe Routes to School	\$ 151,713	\$ -	\$ 151,713	0%	
	Preliminary Odor Abatement	\$ 144,934	\$ -	\$ 144,934	0%	
	Calibrated Sewer Model	\$ 140,020	\$ -	\$ 140,020	0%	
	2020 Urban Water Management Plan	\$ 125,000	\$ 13,645	\$ 111,355	11%	
	East Main St. Improvement Project	\$ 100,000	\$ -	\$ 100,000	0%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 100,000	\$ -	\$ 100,000	0%	
Special Revenue Funds	Gibson Road Rehabilitation-CR98 to West St.	\$ 5,005,190	\$ 165,066	\$ 4,840,124	3%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 4,135,904	\$ 200,567	\$ 3,935,336	5%	
	East Main St. Improvement Project	\$ 3,483,832	\$ -	\$ 3,483,832	0%	
	Homeless Housing	\$ 3,518,850	\$ 2,782,674	\$ 736,176	79%	
	Permanent Supportive Housing Project	\$ 591,256	\$ 61,546	\$ 529,710	10%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 237,000	\$ 4,637	\$ 232,363	2%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 200,000	\$ -	\$ 200,000	0%	
	Local Early Action Planning Grant	\$ 200,000	\$ -	\$ 200,000	0%	
	2020 ADA Improvements	\$ 200,252	\$ 1,310	\$ 198,942	1%	
	Zoning Ordinance and CEQA	\$ 196,123	\$ 9,999	\$ 186,124	5%	
Development/ Capital Funds	I-5/CR 102 Interchange Landscaping	\$ 88,610	\$ -	\$ 88,610	0%	
	Sports Park Drive Pedestrian Overcrossing	\$ 2,777,275	\$ 73,507	\$ 2,703,768	3%	
	Woodland Sports Park Turf Replacement	\$ 3,245,596	\$ 587,006	\$ 2,658,590	18%	
	West Woodland Safe Routes to School	\$ 2,891,006	\$ 1,125,619	\$ 1,765,387	39%	
	Gibson Road Bicycle/Pedestrian Mobility	\$ 1,700,000	\$ -	\$ 1,700,000	0%	
	East Main Street Improvement Project	\$ 1,594,191	\$ 72,818	\$ 1,521,373	5%	
	North Gibson Ponds Retention	\$ 1,305,000	\$ -	\$ 1,305,000	0%	
	Annual In-House Road Program Support	\$ 767,507	\$ 96,347	\$ 671,160	13%	
	Enterprise System Replacement	\$ 500,000	\$ -	\$ 500,000	0%	
	New Traffic Signal-Freeway Drive/East Main Street	\$ 450,000	\$ -	\$ 450,000	0%	
	New Traffic Signal-Kentucky Avenue/Cottonwood Road	\$ 449,727	\$ -	\$ 449,727	0%	
	Kentucky Avenue Widening and Reconstruction	\$ 372,306	\$ 24,278	\$ 348,028	7%	
	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 849,541	\$ 542,436	\$ 307,106	64%	
	Gibson Road Rehabilitation-CR98 to West St.	\$ 300,000	\$ -	\$ 300,000	0%	
	Regional Park Site	\$ 272,052	\$ 63,241	\$ 208,811	23%	
	Storm Drainage Outfall Channel Outlet	\$ 188,612	\$ 65,143	\$ 123,469	35%	
	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%	
	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 100,000	\$ -	\$ 100,000	0%	
	2020 Road Maintenance Project	\$ 94,262	\$ -	\$ 94,262	0%	
	Traffic Calming Program	\$ 105,745	\$ 20,103	\$ 85,643	19%	
	I-5/CR 102 Interchange Landscaping	\$ 95,519	\$ 14,609	\$ 80,910	15%	
Spring Lake Funds	Parkland Drive/Pioneer Avenue/Harry Lorenzo	\$ 2,294,000	\$ -	\$ 2,294,000	0%	
	Gibson Road Interchange Modification	\$ 1,949,725	\$ 34,432	\$ 1,915,293	2%	
	SR 113/CR 25 Interchange Modifications	\$ 854,007	\$ 27,421	\$ 826,586	3%	
	Spring Lake Park N1, Phase 2	\$ 773,426	\$ 2,579	\$ 770,846	0%	
	Harry Lorenzo/North Farmer's Central & Parkland	\$ 516,000	\$ -	\$ 516,000	0%	
	North Regional Pond & Pump Station	\$ 1,853,459	\$ 1,339,728	\$ 513,731	72%	
	CR 25A - Mickle to Promenade	\$ 1,873,316	\$ 1,400,916	\$ 472,399	75%	
	Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%	
	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000	\$ -	\$ 400,000	0%	
	South Area Flowage Easement	\$ 299,905	\$ -	\$ 299,905	0%	
	North Gibson Ponds Retention	\$ 101,145	\$ -	\$ 101,145	0%	
	Galvin Way Storm Drain	\$ 88,000	\$ -	\$ 88,000	0%	

Table 3 – All Funds Expenditures by Department

	FY2020/21 Expenditures		Year-to Date	
	Original Budget	Amended Budget	Actuals	%
Administrative Services	\$ 17,082,369	\$ 17,344,558	\$ 8,971,771	52%
Community Development	\$ 7,883,659	\$ 8,336,576	\$ 3,742,807	45%
Community Services	\$ 12,117,212	\$ 17,943,813	\$ 8,077,901	45%
Police	\$ 23,046,440	\$ 23,570,565	\$ 11,287,793	48%
Fire	\$ 12,127,709	\$ 13,065,251	\$ 6,519,830	50%
Library	\$ 2,357,610	\$ 2,390,744	\$ 904,977	38%
Public Works	\$ 33,171,662	\$ 34,330,238	\$ 10,093,874	29%
Capital Improvements	\$ 33,690,478	\$ 77,064,974	\$ 11,554,946	15%
Non-Departmental	\$ 43,765,782	\$ 43,796,584	\$ 23,757,307	54%
Total All Departments	\$ 185,242,921	\$ 237,843,302	\$ 84,911,206	36%

- At the end of the second quarter of fiscal year 2020/21, all departments appear to be tracking closely to budget.
- Administrative Services is trending slightly above budget for the first three months of operations due to payment of insurance premiums, which is required in July each year. In addition to the timing of payments, insurance premiums will require a mid-year adjustment due to higher than expected allocations from YCPARMIA for both worker's compensation and general liability insurances.
- Library has incurred \$904,977 in expenses or 38% of amended budget through the second quarter of FY2020/21. The lower than expected expenditure activity is primarily attributable to slow expenditure of contract services and temporary staffing budgets due to limited operations and programming allowable during the COVID pandemic.
- Public Works is trending lower than other departments due in large part to \$9.7 million in budgeted depreciation that will not be recorded until the end of the fiscal year.
- Capital Improvements are dependent upon project activity, which has been fairly slow through the second quarter of FY2020/21 (refer to CIP Chart above for detailed analysis). Capital project budgets are generally multi-year in nature and are carried over between fiscal years, so long as projects remain active, therefore the apparently low percentage of year to date expenditures is common.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2020/21 General Fund Revenues						
	Original Budget	Amended Budget	Year-to Date Actuals	FY2020/21 Projection	Difference Favorable (Unfavorable)	
Property Tax	\$ 13,573,501	\$ 13,573,501	\$ 1,186	\$ 13,782,545	\$	209,044
Sales Tax	\$ 21,791,673	\$ 21,791,673	\$ 6,545,928	\$ 23,978,196	\$	2,186,523
Other Taxes	\$ 1,939,284	\$ 1,939,284	\$ 265,693	\$ 814,823	\$	(1,124,461)
Franchise Fees	\$ 2,580,004	\$ 2,580,004	\$ 861,081	\$ 2,540,808	\$	(39,196)
Licenses/Permits	\$ 2,714,545	\$ 2,714,545	\$ 2,089,105	\$ 3,334,561	\$	620,016
Fines/Forfeitures	\$ 293,002	\$ 293,002	\$ 44,436	\$ 178,512	\$	(114,490)
Service Charges	\$ 705,045	\$ 705,045	\$ 99,273	\$ 317,114	\$	(387,931)
Motor Vehicle In Lieu	\$ 5,608,676	\$ 5,608,676	\$ -	\$ 5,666,380	\$	57,704
Intergovernmental	\$ 246,792	\$ 482,499	\$ 1,055,697	\$ 1,272,143	\$	789,644
Lease/Interest Income	\$ 380,551	\$ 380,551	\$ 260,040	\$ 387,312	\$	6,761
Miscellaneous	\$ 4,139,997	\$ 4,139,997	\$ 2,025,278	\$ 5,111,337	\$	971,340
Transfers		\$ -	\$ 10,609	\$ -	\$	-
Total General Fund	\$ 53,973,070	\$ 54,208,777	\$ 13,258,326	\$ 57,383,732	\$	3,174,955

- Through the end of the second quarter of FY2020/21, General Fund revenues are \$13.3 million or 24% of the amended budget. Based on information available, staff is projecting that revenues will exceed the amended budget by \$3.1 million by fiscal year end.
- The City receives its first installment of property tax payments in January 2021, therefore no actual revenues are currently reflected. Information received from Yolo County indicates that the total assessed value increased by 5.4% from the prior year; the FY2020/21 budget assumed a 4% growth factor. This better than anticipated growth in property taxes also has a positive impact on Motor Vehicle In-Lieu revenues.
- Sales tax revenues include all expected receipts from the Bradley Burns (1% local portion of the statewide rate), Measure F (1/2 cent sales tax) and Measure J (1/4 cent sales tax). Included in the projected Sales Tax revenues for FY2020/21 is a positive variance in each category as follows:
 - \$1.6 million in Bradley Burns.
 - \$216,685 in Measure J funds, which will not be appropriated at this time, but are separately identified to avoid comingling with General Fund reserve balances.
 - \$397,740 in Measure F. These revenues do not remain in the General Fund, but are transferred out to a separate fund (507) typically at the end of the fiscal year for use in accordance with the Council approved spending plan.
- Other Taxes are projected to end the year with \$1.1 million below the amended budget. This is largely due to Hotel Transit Occupancy Tax (TOT) revenue that the City is not expecting to realize this fiscal year. This shortfall is a direct result of the COVID-19

pandemic and the related closures and restrictions. During budget preparation, staff expected a decline in these revenues, but actual results for the first half of the fiscal year and the outlook for the remaining months suggest further reductions should be anticipated. These revenues also reflect the expected repayment of TOT revenues that were collected, but the remittance to the City was deferred from March through September 2020. Fiscal year revenues are expected to be approximately 1/3 of what is received in a typical year.

- Franchise Fees are tracking slightly below the amended budget, related mostly to declining revenues and related franchise remittance for cable service throughout the City.
- Licenses and Permit revenue is trending higher than the original estimated revenue projection due to housing development activity. Staff is projecting that revenues will be \$3.3 million or 23% over the amended budget.
- Service Charges are comprised primarily of revenues received from enrollment in the City's various recreational programs and activities. As a result of the pandemic and related closures and restrictions, many of these programs cannot be offered, or have very limited participation. As a result, revenue projections for the current fiscal year have been downgraded and reflect a shortfall of \$387,931.
- The Motor Vehicle In-Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May. These revenues trend in line with changes to assessed value, so annual change will be consistent with the property tax information noted above.
- Intergovernmental revenue is projected to be at \$1.3 million of the amended budget by the end of the fiscal year. This represents a favorable difference of \$789,644 and is due California's CARES Act (federal pass-through) reimbursement for COVID-19 related personnel expenses. The City received \$750,000 in reimbursements that were not available or known at the time the budget was adopted.
- Lease and Interest Income revenue is \$260,040 or 68% of the amended budget after six (6) months of activity. It is projected that total revenue for this category will be at \$387,312 by end of the fiscal year or 102% of the amended budget.
- Miscellaneous revenues are projected to exceed budget by \$971,340. This additional revenue is related to reimbursements the City received for Fire operations staff that assisted with various strike team activities throughout the year. This revenue is offset by additional overtime costs incurred, which are also discussed in this report.

Table 5 – General Fund Expenditures by Category

	FY2020/21 General Fund Expenditures					Variance	
	Original Budget	Amended Budget	Year-to Date Actuals		%	Expenditure Projections	Favorable/ (Unfavorable)
Personnel	\$ 31,960,131	\$ 31,968,131	\$ 16,172,113	51%	\$ 32,209,736	\$ (241,605)	
Supplies & Services	\$ 8,169,036	\$ 9,516,288	\$ 3,995,303	42%	\$ 10,020,640	\$ (504,352)	
Education & Training	\$ 328,350	\$ 328,350	\$ 97,841	30%	\$ 328,350	\$ -	
Capital Expenditures	\$ -	\$ 13,395	\$ 13,395	100%	\$ 20,535	\$ (7,140)	
Non-Discretionary	\$ 7,063,634	\$ 7,233,245	\$ 3,791,459	52%	\$ 7,135,952	\$ 97,293	
Operating Transfers	\$ 7,605,388	\$ 7,186,025	\$ -	0%	\$ 7,829,365	\$ (643,340)	
Total All Categories	\$ 55,126,539	\$ 56,245,435	\$ 24,070,110	43%	\$ 57,544,578	\$ (1,299,143)	

- Through the second quarter of FY2020/21, General Fund expenditures total \$24.1 million or 43% of the amended budget.
- Personnel costs are at 51% the amended budget through the first six months of activity. Staff is projecting that personnel costs through the end of the fiscal year will come in over budget by \$241,605. Personnel cost savings were achieved through concessions agreed to by all City employee associations, as well as some vacancies that have occurred throughout the year. These savings are offset by overages in overtime, primarily in the Fire department, which is largely offset by Strike Team reimbursement revenue.
- Supplies and Services totaled \$4.0 million or 42% of the amended budget through the second quarter of operations, however, expenses within this category can and typically do fluctuate with timing. Staff is projecting be over the amended budget by \$504,352 in this category due to identified contract staffing needs, new initiatives and contract corrections. These adjustments are proposed for appropriations under a separate Council items, and are partially offset by \$160,480 of additional revenues, for a net cost of \$343,872.
- Capital Expenditures expected to slightly exceed the amended budget by \$7,140 due to a one-time SCBA equipment purchase by the Fire Department. The cost will be fully offset by a Strike Team reimbursement.
- Non-discretionary expenses are currently at 52% of amended budget or \$3.8 million. Examples of items included in this category are utilities, contributions for vehicle replacement and maintenance costs, technology services support, and indirect costs (City overhead). Costs in this category are expected to be in line with the amended budget.

- Operating Transfers consist primarily of the transfer of Measures F sales taxes received to the separate Measure F fund, as well as the subsidy for the Storm Drain and Cemetery operations. Because only a small portion of Measures F revenues have been received in the first six months of this fiscal year, the transfers have not yet been recorded. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required. The projected expenditures are in excess of the amended budget due to \$220,000 in strike team reimbursement money to transfer to cover equipment related costs, as well as an increased transfer to the Measure F fund to accommodate the increase sales tax revenues expected.

Table 6 – General Fund Expenditures by Department

	FY2020/21 General Fund Expenditures					Variance	
	Original Budget	Amended Budget	Year-to Date Actuals	%	Expenditure Projections	Favorable/ (Unfavorable)	
Administrative Services	\$ 3,350,671	\$ 3,449,685	\$ 1,566,892	45%	\$ 3,445,440	\$ 4,245	
Community Development	\$ 3,349,317	\$ 3,799,235	\$ 1,892,883	50%	\$ 3,714,697	\$ 84,538	
Community Services	\$ 6,572,285	\$ 7,278,050	\$ 2,927,924	40%	\$ 7,052,518	\$ 225,532	
Police	\$ 21,503,433	\$ 21,719,611	\$ 10,420,656	48%	\$ 21,085,641	\$ 633,970	
Fire	\$ 10,873,729	\$ 10,902,006	\$ 5,956,842	55%	\$ 11,926,782	\$ (1,024,776)	
Library	\$ 2,224,385	\$ 2,257,519	\$ 885,064	39%	\$ 1,999,735	\$ 257,784	
Public Works	\$ 637,397	\$ 645,797	\$ 312,615	48%	\$ 614,957	\$ 30,840	
Non-Departmental	\$ 6,615,322	\$ 6,193,532	\$ 107,235	2%	\$ 7,704,808	\$ (1,511,276)	
Total All Departments	\$ 55,126,539	\$ 56,245,435	\$ 24,070,110	43%	\$ 57,544,578	\$ (1,299,143)	

- General Fund expenditures by Department for the first six months of operations are \$24.1 million, or 43% of the amended budget. Year-to-date actuals show most departments are spending in line with their budgets, however, FY2020/21 end-of-year projections indicate citywide expenditures exceeding the amended budget by \$1.3 million. Many of these overages will be addressed with proposed budget additions or corrections under a different Council report.
- Administrative Services is expected to end the fiscal year in line with the amended budget.
- Community Development is expected to achieve savings of approximately \$84,538 due various personnel related savings from vacancies and employee concessions.
- Community Services is expected to achieve overall savings of \$225,532. Most of these savings are expected from vacancies in both full-time and temporary staffing. As a result

of COVID-19 pandemic, many Measure J and other programs were not able to be carried-out.

- Police is expected to be under budget by \$633,970 compared to the amended budget. Most of the savings are a result of vacancies in the police department. Police will often backfill shifts with existing staff creating unplanned costs in over-time, however, these costs are absorbed through vacancy salary savings. Additionally, the police associations agreed to various employee concessions, including furloughs and delayed cost of living adjustments. Some of these savings were planned for, but were included in the “non-departmental” category of the budget.
- Fire is expected to exceed budget by \$1,024,776. This is mostly due to Strike Team, Urban Search and Rescue (USAR), and operations overtime. Strike Team and USAR activities account for \$646,306 of this overtime expense. There are other non-personnel related Strike Team expenses in the amount of \$227,660 also included. In total, \$873,966 will be reimbursed by the Federal government, and staff will be including mid-year corrections to account for these expenses. The remaining over-budget amount is due to overtime incurred resulting from staffing issues related to COVID-19 exposure, as well as overtime to cover staff vacancies resulting from work related injuries. These extra costs are partially offset with employee concessions and full-time staff vacancies for part of the year. Additional budget appropriations are being requested to cover the reimbursable Strike Team related costs, but the remaining overages are anticipated to be covered by savings in other areas of the General Fund.
- Library is expected to end the fiscal year with savings of \$257,784. Similar to the Community Services Department, staff is projecting savings resulting from vacancies in both full-time and part-time salaries. Most of the savings will be realized in Measure J programming that was not carried-out this fiscal year due to the COVID-19 pandemic.
- Public Works is expected to be in line with the amended budget by end of fiscal year.
- During development of the budget, staff assumed overall savings will occur in the Personnel category as a result of vacancies throughout the year. These savings were reflected as negative budgets in the Non-Departmental category. Additionally, savings from employee concessions were anticipated in balancing the budget, and these savings were also reflected as a “negative budget” in this same category. Because there are minimal actual expenditures to offset these budgeted savings, year-end results appear to be over budget. However, the savings are realized within each department category, as illustrated by savings in the personnel category for most departments. Finally, transfers to other funds are included in this category, and due to the expected increase in Measure

F sales tax revenues, the related transfer of that money to the separate fund will also be increased.

Table 7 – Fund Balance

	Unaudited Actuals	Adopted	Amended	Mid-Year Projection	Difference
General Fund	FY2019/20	FY2020/21	FY2020/21	FY2020/21	
Beginning Balances	\$ 17,246,538	\$ 13,271,007	\$ 17,346,480	\$ 17,346,480	
Revenues	\$ 55,565,212 -1.09%	\$ 53,973,069	\$ 54,208,777	\$ 57,383,731 3.27%	\$ 3,174,954
Expenditures (Includes Measure J)	\$ 52,937,629 0.12%	\$ 54,097,609	\$ 56,070,435	\$ 57,369,579 6.98%	\$ 1,299,145
Minus FY20 to FY21 Purchase Order Roll-Overs	(602,545)				
Minus FY20 to FY21 Carry-Over Requests	(752,435)				
Minus Measure J Unspent Fund Balance	(482,515)	52,638	248,395	248,395	-
Annual Surplus/Deficit	790,089	(71,902)	(1,613,263)	262,547	1,875,809
General Fund One-Time Fire Station	(690,147)	(432,140)	(432,140)	(432,140)	0
General Fund Loan Repayments					
Unreserved Fund Balance	\$ 17,346,480	\$ 12,766,965	\$ 15,301,077	\$ 17,176,887	\$ 1,875,809
Ending Unreserved Fund Balance	\$ 17,346,480	\$ 12,766,965	\$ 15,301,077	\$ 17,176,887	\$ 1,875,809
Percentage (E.U.F.B./Revenues)	35.0%	26.4%	33.4%	33.5%	
Reserve Policy \$	\$ 9,925,917	\$ 9,665,738	\$ 9,153,221	\$ 10,268,322	\$ 1,115,102
Reserve Policy %	20.00%	20.00%	20.00%	20.00%	
"Excess" Fund Balance (over Reserve Target)	\$ 7,420,563	\$ 3,101,227	\$ 6,147,857	\$ 6,908,564	\$ 760,708

During development of the FY2020/21 adopted budget, revenues were assumed to be \$53.97 million, with minimal changes reflected in the amended budget. Staff is projecting to realize revenues \$3.2 million more the amended budget. Revenue variances were discussed previously in this report, but the majority of the variance can be attributed to better than anticipated sales taxes, motor vehicle in-lieu revenues, development related permit fees, Strike Team reimbursements, unanticipated CARES Act allocations, and other miscellaneous revenues. These increases were partially offset by declining revenues in TOT and recreation programming fees.

During development of the FY2020/21 budget, expenditures were calculated at \$54.5 million. Since then, Council has approved FY2019/20 to FY2020/21 budget carry-overs of \$1.4 million, along with other miscellaneous appropriations throughout the fiscal year. The amended budget of \$56.5 reflects these changes and staff is projecting year-end expenditures of \$57.8 million or \$1.3 million more than the amended budget.

Total ending Unreserved Fund Balance in the General Fund is projected to be \$17.2 million or 33.5% of revenue for FY2020/21 after factoring in Council approved FY2020/21 budget

amendments and prior year budget carry-over. During development of the FY2020/21 budget, unreserved fund balance was expected to be \$12.8 million, or 26.4% of revenues.

The mid-year budget report does not include an updated and revised five-year forecast for the General Fund. Although the General Fund outlook has improved from the beginning of the fiscal year, the General Fund continues to project ongoing annual fiscal imbalances, and expenditures continue to outpace revenue growth. The General Fund reserve is one of the factors that assists staff in balancing the General Fund forecast, as well as providing limited funding for priority needs. The updated forecast and reserve balances will be discussed in detail with the Council at the spring budget workshop.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 16, 2021
ITEM #: I.29
SUBJECT: Fiscal Year 2020/21 Mid-Year Budget Adjustments

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2020/21 Budget Totaling \$19,631,573, and authorizing amendments to authorized positions as outlined in Exhibit B.

Staff Contact:

Evis Morales, Financial Services Manager, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

The recommended action will authorize corrections and supplemental budget appropriations of \$19,631,573 to support operational expenditures across a variety of city funds. These funds and their respective budget adjustments include the following: Equipment Services Fund (\$4,517); Vehicle Replacement Fund \$480,000; Vehicle-Equipment Lease Fund \$110,112; Self-Insurance Fund \$662,398; General Fund \$1,688,843; Water Enterprise \$(1,688); Sewer Enterprise \$344,252; Storm Drain Enterprise (\$3,050); Other Federal Grants Fund \$3,910; Gas Tax Fund (\$5,127); Gibson Ranch Lighting and Landscape Fund \$9,043; Spring Lake Lighting and Landscape Fund \$10,455; Gateway Lighting and Landscaping \$1,900; General Fund Capital \$50,000; Measure E \$522,250; Measure F \$403,892; Successor Agency \$1,358,900; Spring Lake Capital Fund \$14,000,000.

The recommended action also includes changes to the authorized full-time position listing. The proposed changes are primarily to address the backfilling of the Assistant City Manager position. These position changes will allow the City to realign resources to cover work efforts and reporting structures necessary, and are discussed more fully in the report. No additional budget is necessary to accommodate these changes.

Background:

On June 16, 2020 the City Council adopted the fiscal year 2020/21 (FY21) budget totaling \$185,242,921 in appropriations in support of citywide operations, Capital Improvement Projects, and expenses related to the Woodland Finance Authority and the Successor Agency of the former Redevelopment Agency. During the first six months of FY21, the City Council approved \$52,600,381 in budget amendments, which include prior fiscal year carryovers (operations and capital projects), Capital Improvement additional appropriations, and other staff requested budget augmentations and corrections.

Included as a separate item on the agenda, the City Council is receiving the FY2020/21 Mid-Year Report, representing revenue and expenditure results through the first six months of the fiscal year, along with updated projections for the remainder of FY2020/21. In conjunction with the Mid-Year budget update, staff is requesting that the City Council authorize, by resolution, amendments to the FY2020/21 budget across various funds, as detailed in the attachment and highlighted briefly herein.

Discussion:

Staff is requesting formal action for supplemental FY2020/21 budget appropriations totaling \$19,631,573. The

requested appropriations are funded through a mixture of new or increased revenues, available dedicated reserves, or use of unassigned fund balances from various funds. There are a few, very large budget corrections recommended herein, including \$14 million for Spring Lake infrastructure reimbursements, \$1.4 million loan payments, and \$925,000 in park repair/construction projects. Additionally, because of the requirement for government agencies to account for different types of funds separately, there are instances where the same money may need to be appropriated in two different places. For example, Measure F revenues received into the General Fund are transferred out (as an expense) to the separate Measure F fund; when those funds are allocated to an spent on various projects, an appropriation is also required from the Measure F fund. This process is necessary to comply with correct treatment of funds, but it can inflate the dollar amount of appropriations required and recommended.

Of the \$19,631,573 in requested appropriations, staff expects \$2,799,427 in offsetting revenue, \$15.4 million in available, separately identified reserves, and \$535,000 in appropriations identified in two different funds for accounting purposes. The remaining approximately \$898,000 is funded from general reserves in various funding sources identified below.

General Fund:

1. Annexation of City Parcels - Prior to next fiscal year, City staff intends to initiate annexation of existing developed areas, which also include city owned property, north of Kentucky and west of East Street. The \$50,000 budget request represents the City's share of LAFCO, CEQA, and tax sharing work necessary to annex these areas.
2. Contract Building Inspection Services/Plan Check - Development activity has continued to thrive in Woodland. Specifically new home construction has continued to be steady and presents a challenge for the limited staffing available in the Community Development Department to process the required planning and permitting work necessary to allow development to proceed. Increased funding of \$115,000 for building inspection and plan check will allow for timely inspections/review of building plans. This expense is fully offset by additional permit revenue included in the General Fund projections.
3. Contract Map Check - Due to an influx of parcel and subdivision maps this fiscal year, and with at least two more Spring Lake subdivision maps and several parcel maps potentially seeking approval, Community Development is requesting \$7,500 in additional contract services budget to assist with map checking. This expense is fully offset by additional map check revenues.
4. Traffic Calming - Staff is requesting an additional \$50,000 in appropriations to supplement the Traffic Calming program, which will help with a response to petitions received for traffic calming measures on West Street south of El Dorado. The money will be contributed from the General Fund to the General Capital Fund, where appropriations will be made and actual project expenses incurred.
5. I-5/CR102 Interchange Irrigation and Landscape Maintenance - at the completion of the I-5/CR102 Interchange project, the City assumed responsibility for irrigation and landscape maintenance of this project for the first five (5) years. Although the City assumed responsibility, CalTrans has contributed \$20,000 per year for five (5) years to offset this cost. This fiscal year, staff is requesting \$16,320 toward this expense.
6. Additional SCBA Equipment - The Fire Department received a grant from AFG to help with replacement of outdated self contained breathing apparatus (SCBA) equipment. The grant did not fully cover the cost of the purchases, so staff is requesting the use of \$7,140 in Strike Team reimbursement to make up for the shortfall in

funding.

7. Strike Team Operations - Fire Operations is expected to exceed budget in the categories of overtime and supplies/services. A significant part of this overage is due to \$842,668 in expenses resulting from Strike Team deployments. All costs incurred are fully offset by Federal/State agencies; there is no net impact to the General Fund, but appropriations are necessary to cover unanticipated costs.

8. Urban Search and Rescue - Fire has participated in Urban Search and Rescue (USAR) operations this fiscal year affecting overtime, however, these expenses are fully reimbursable. Staff recommends \$24,159 in appropriations for staff overtime. These expenses have already been incurred.

9. Weed Abatement - The weed abatement program was approved by City Council last fiscal year (FY2019/20), however, the appropriation did not make it into this year's budget. Staff is requesting \$12,000 in appropriations for this program as a budget correction.

10. Animal Services Contract - This \$45,786 appropriation request represents a budget correction and a small amendment to the animal services contract with Yolo County Sheriff's Office. While preparing the FY2020/21 budget, staff inadvertently failed to include a \$35,000 contract increase this budget year. In addition, Yolo County made building improvements to the facility and passed along a proportionate share to all jurisdictions. The City of Woodland incurred an additional cost of \$10,776.

11. PG&E/Woodland Solar Power - The City has incurred additional expenses at the Police department related to utility costs. The increase in cost is due to a new building cooling system, required temperature control in the IT server room to avoid equipment overheating and failure, and for the operations and use of Electric Charging stations. These changes require a \$73,458 budget correction, and will be reflected as an ongoing expense in future budgets.

12. Vehicle #581/#584/#604/#664 Variable Rate - Staff is requesting \$4,755 to correct the maintenance cost (known as the Variable Rate) for four (4) City vehicles. These vehicles have been assigned to the Community Services department for various uses including the Homeless program and Measure J activities.

13. Pride Janitorial Services - Due to the COVID-19 pandemic, the city amended the Janitorial contract this fiscal year to include extra cleaning services at City facilities. This appropriation request of \$36,000 will correct for expenses that have been incurred and expenses expected through the remaining months of the fiscal year. These additional costs are included in the City's claim to FEMA for disaster related costs, and could be subject to partial reimbursement.

14. Measure F Transfer - Measure F funds are received into the General Fund and subsequently transferred out (as an expense) to a different fund for use on Measure F approved items. Because Measure F revenues will be better than expected by \$397,740, the corresponding transfer out will also be higher and requires additional appropriations.

Equipment Services Fund: This Decreases budget by (\$4,517) due to a correction in the variable rate. The variable rate is the annual maintenance cost assigned to vehicles or equipment. Many factors affect the variable rate cost estimate, but the primary cost driver is an allocation of the equipment's fair share of the cost to run the fleet maintenance program. In this case, two vehicles (#584/#664) were reassigned from Public Works to the Community Services department and therefore a variable rate correction is needed to reduce the costs allocated to this fund and reassign them to a Measure J program (General Fund).

Vehicle Replacement Fund: Increases budget by \$480,000 to allow for the purchase two vehicles. \$30,000 of the budget request will be used to purchase a replacement Police motorcycle, #837, that was damaged in an accident, while the remaining \$450,000 will be used to purchase a new Vac-Con (sewer line cleaning truck). The new Vac-Con will replace an existing truck, #768, and will be funded by a transfer of reserves from the City's Vehicle-Equipment Lease fund and fund balance from the Sewer Enterprise fund.

Vehicle-Equipment Lease Fund: This fund collects contributions from other City funds that are used to pay annual debt service on equipment leases. When a lease is paid off, the City continues to collect these payments from the various funds, and uses accumulated reserves to either replace vehicles or reduce future lease costs. The proposed adjustment for this fund will use \$110,112 in reserves that were accumulated from an expired lease for vehicle #768 that will be contributed to the Vehicle Replacement fund for the purchase of a replacement Vac-Con as described above.

Self-Insurance Fund: The City is self-insured for worker's compensation, property and general liability insurance, and participates in a risk pool of other government agencies managed by Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA). YCPARMIA goes through a rate setting process each year and notifies member agencies of their annual premiums. For FY2020/21, significant increases were realized by the City for premiums in both Worker's Compensation and general liability. These increases are partially a result of process changes from our excess insurance carrier (that handles large claims) and requires additional reserves to be maintained by YCPARMIA, and also increased from an average of the City's actual claim activity. As a result, staff is requesting a budget increase of \$662,398 to cover the additional premiums charged.

Water Enterprise: Staff recommends a budget correction reducing budget by \$1,688. This includes a variable rate addition of \$5,000 for vehicle #926 that was not included in the FY21 budget due to the timing of the purchase of the vehicle and vehicle lease correction that saves the fund \$1,688.

Sewer Enterprise: Staff is requesting appropriations of \$344,252. This includes \$339,888 in new appropriations for the Vac-Con referenced above in the Vehicle Replacement fund section. The older Vac-Con had been previously leased, but sufficient funding available in the Sewer Enterprise fund reserves to avoid a new lease and instead purchase the Vac-Con and save on financing charges. Also included is a \$4,364 lease correction.

Storm Drain Enterprise: The budget adjustment is a vehicle lease correction that saves the fund \$3,050.

Other Federal Grants: This request represents an additional required grant match of \$3,910 for SCBA equipment purchase. Funding will be contributed from Measure F and transferred to this fund as required for reporting purposes.

Gas Tax Fund: Staff recommends a budget correction reducing the budget by \$5,127. This includes a variable rate addition of \$738 correction for vehicle #581 that has been assigned to the Community Services department. The budget adjustment also includes a vehicle lease correction that saves the fund \$5,865.

Gibson Ranch L&L: Staff recommends a budget correction of \$9,043. This includes a variable rate addition of \$554 correction for vehicle #581 that has been assigned to the Community Services department. The budget adjustment also includes a vehicle lease correction of \$8,489.

Spring Lake L&L: Staff recommends a budget correction of \$10,455. This includes a variable rate addition of \$1,071 correction for vehicle #581 that has been assigned to the Community Services department. The budget adjustment also includes a vehicle lease correction of \$9,384.

Gateway L&L: Staff recommends a budget correction of \$1,900,. This includes a variable rate addition of \$258 correction for vehicle #581 that has been assigned to the Community Services department. The budget adjustment also includes a vehicle lease correction of \$1,642.

Spring Lake Capital: Reimbursement to Developers. Staff is requesting \$14,000,000 in appropriations that will allow the City to reimburse Spring Lake developers for qualifying infrastructure projects. Funding for payment is available from bond proceeds specifically for this purpose.

General Fund Capital: This budget appropriation represents the \$50,000 Traffic Calming funding request described above in the the General Fund. The \$50,000 will be transferred from the General Fund and the same \$50,000 will be applied to the existing Traffic Calming project and spent out of this fund.

Measure E: The Community Services department intends to use funding in both Measure E and Measure F set-aside specifically for parks projects. Funding will be used to replace restrooms at Harris Field, Ferns Park, and Beamer Park. Each restroom is estimated to cost approximately \$300,000 due to compliance with ADA requirements. Also included is Harris Field bleacher replacement at an estimated cost of \$70,000. This project is necessary due to health and safety concerns at this site. The Measure E portion of funding will be \$522,250.

Measure F: As stated above, the Community Services department intends to use funding in both Measure E and Measure F set-aside specifically for parks projects. Funding will be used to replace restrooms at Harris Field, Ferns Park, and Beamer Park. Each restroom is estimated to cost approximately \$300,000 due to compliance with ADA requirements. Also included is Harris Field bleacher replacement at an estimated cost of \$70,000. This project is necessary due to health and safety concerns at this site. The Measure F portion of funding will be \$399,392. The remaining funding is already appropriated in the Measure F fund.

Also recommended is \$3,910 in required matching funds for Fire Department's AFG grant for purchase of SCBA equipment. Funding will be transferred to the "Other Federal Grants" fund as described above.

Successor Agency: This request represents appropriations of \$1,358,900 that will allow the City to pay off an outstanding CALFHA loan. This loan was incurred by the City's former Redevelopment Agency, but sufficient funding had not been previously available to provide the loan payoff. The City is expecting revenue intended specifically to be used for this purpose that will fully offset the expense.

Lastly, staff is recommending a series of full-time equivalent position additions and deletions.

Preparation of the FY2020/21 budget included assumptions that staffing at the management level in the City would remain unchanged, despite the retirement of the previous City Manager in the spring. Since that time, staffing and structural changes have been considered and are being progressively implemented to backfill and reassign various duties, primarily the Assistant City Manager position. Council authorized creation of the Communications Manager position on January 5, 2021 as a first step in a series of position changes. Leadership of the Community Development Department was previously under the Assistant City Manager. The position changes recommended with this action will re-authorize a Community Development Department (CDD) Director position and delete the City Engineer. The function of City Engineer is anticipated to be fulfilled by the CDD Director. Relocation and realignment of the Environmental Services division this year

has allowed some functional areas to be shared by other positions, and staff is proposing elimination of a vacant Conservation Coordinator position. Recent retirements and internal advancements in the Engineering division, as well as the work level involved in the current and anticipated projects, necessitates the upgrade of a current Engineering Tech III position to a Senior Assistant Engineer.

An Administrative Services Director position is proposed to oversee the Finance, Human Resources and Information Technology functions, which currently all report directly to the City Manager. Changes in the Finance division are proposed to realign resources and address identified technical and functional needs, which includes addition of an Accountant position, but eliminates the Financial Services Manager position.

Finally, to better address the oversight and work level involved with the Public Works street crews, the budget proposal includes authorizing a Senior Maintenance Worker position, and elimination of the vacant Maintenance Supervisor position.

In total, these changes are accommodated within the current budget. Although no additional funds are necessary or requested, Council authorization of the changes in the City's listing of approved full-time positions is required. The following table illustrates the proposed position

Classification	Full-Time Equivalent	
	Add	Delete
Assistant City Manager		-1
Administrative Services Director	1	
Communications Manager (previously authorized)	1	
Community Development Director	1	
City Engineer		-1
Financial Services Manager		-1
Accountant I/II	1	
Conservation Coordinator		-1
Engineering Tech III		-1
Senior Engineering Assistant	1	
Senior Maintenance Worker	1	
Maintenance Supervisor		-1
Totals	6	-6

changes.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2020/21 Budget Totaling \$19,631,573, and authorizing amendments to authorized positions as outlined in Exhibit B.

Prepared By: Evis Morales, Financial Services Manager

Reviewed By: Kimberly McKinney, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. FY21 Mid-Year Adjustments Listing-Exhibit A
2. FY21 Mid-Year Adjustments Summary-Exhibit B
3. FY21 Mid-Year Amendments Budget Resolution

CITYWIDE FY21 MID-YEAR ADJUSTMENTS

Department	Fund	Fund No.	Description	Justification	Amount Requested	Offsetting Revenue	Net Impact
Administrative Services	Self-Insurance Fund	091	Worker's Compensation	Worker's Compensation Premium Increase	\$ 662,398	\$ -	\$ 662,398
Administrative Services	Spring Lake Capital	594	SLIF Reimbursements	Spring Lake Infrastructure Fees (SLIF) Reimbursements to developers for construction of public improvements.	\$ 14,000,000	\$ -	\$ 14,000,000
Administrative Services	Successor Agency	522	CALFHA Loan Repayment	Debt service loan payment to an existing loan due to better than projected Former Redevelopment/Successor agency incremental property tax revenue	\$ 1,358,900	\$ 1,358,900	\$ -
Non-Departmental	General Fund	101	Janitorial Services	Due to COVID-19, the City has expanded it's current janitorial contract to provide extra cleaning services at City Facilities	\$ 36,000		\$ 36,000
Non-Departmental	General Fund	101	Measure F Transfer	Measure F Revenues are projected to come in over-budget. Additional funding will be transferred into the Measure F fund.	\$ 397,740	\$ 397,740	\$ -
Police	General Fund	101	Animal Services Contract	Augmentation for animal services contract - includes \$35,000 budget correction plus \$10,786 unexpected contract augmentation by County	\$ 45,786		\$ 45,786
Police	General Fund	101	PG&E	Cost correction due to EV charging station added to the Police parking lot.	\$ 44,831		\$ 44,831
Police	General Fund	101	Woodland Solar Power	Increase in solar power payments	\$ 28,627		\$ 28,627
Community Development	General Fund	101	Contract Building Inspection Services Interwest	New home construction has continued to be steady. Although we have now filled our Senior Building Inspector position, demand is greater than the one inspector can manage. The extra funding will cover a contract inspector, full-time for the remainder of the fiscal year.	\$ 85,000	\$ 85,000	\$ -
Community Development	General Fund	101	Contract Plan Check - Interwest	Although we have a Plans Examiner position, more complicated plan checking is sent to Interwest. At the current pace, we do not have sufficient budget to get through the fiscal year.	\$ 30,000	\$ 30,000	\$ -
Community Development	General Fund	101	Contract Map Checking - Interwest	There has been an influx of parcel and subdivision maps this year with at least 2 more Spring Lake Subdivision maps and several parcel maps potentially seeking approval before the end of the fiscal year. Additionally, in the past, the Eng Tech II (currently vacant) would do an initial review of the maps and return to the engineer/surveyor prior to sending to Interwest, thereby keeping cost down for consultant review. Until CDD is able to bring a new staff member up to speed, all map reviews will need to be sent directly to Interwest for review.	\$ 7,500	\$ 7,500	\$ -
Community Development	General Fund	101	Traffic Calming	Additional funding is needed to respond to traffic calming petitions received for Pendegast/Bartlett and for West St. south of El Dorado.	\$ 50,000	\$ -	\$ 50,000
Community Development	General Fund Capital	501	Traffic Calming	Additional funding is needed to respond to traffic calming petitions received for Pendegast/Bartlett and for West St. south of El Dorado.	\$ 50,000	\$ -	\$ 50,000
Community Development	General Fund	101	Annexation of City parcels	Cost estimate includes City's share of LAFCO, CEQA and tax sharing to annex City owned parcels north of Kentucky and west of East Street concurrent with the Barnard Street development annexation.	\$ 50,000	\$ -	\$ 50,000
Fire	General Fund	101	Strike Team Overtime Reimbursement	Overtime reimbursement from Strike Team activities due to all the wildfires this past summer in California	\$ 622,147	\$ 622,147	\$ -
Fire	General Fund	101	Misc. Strike Team Expenditures	Reimbursement for miscellaneous expenses incurred as a result of Strike Team	\$ 22,860	\$ 22,860	\$ -
Fire	General Fund	101	Additional SCBA Equipment	SCBA Purchase not covered by AFG Grant; will use Strike Team reimbursement to cover the cost	\$ 7,140	\$ 7,140	\$ -
Fire	General Fund	101	Vehicle Reserve Transfer	Funding transfer to Vehicle Replacement- additional vehicle reserve (Fund 12)	\$ 197,661	\$ 197,661	\$ -

Department	Fund	Fund No.	Description	Justification	Amount Requested	Offsetting Revenue	Net Impact
Fire	General Fund	101	USAR Overtime	Overtime Reimbursement from Urban Search and Rescue Task Force	\$ 24,159	\$ 24,159	\$ -
Fire	General Fund	101	Weed Abatement	Annual Weed abatement ongoing costs	\$ 12,000		\$ 12,000
Fire	Measure F	507	AFG SCBA Purchase	Additional matching grant funds (transfer to fund 330)	\$ 3,910		\$ 3,910
Fire	Other Federal Grants	330	AFG SCBA Purchase	Appropriate the same AFG SCBA matching funds in the correct fund	\$ 3,910		\$ 3,910
Community Services	General Fund	101	I5/102 Interchange Maintenance	Contract services for two north quadrants of the interchange. CalTrans funded.	\$ 15,120	\$ 15,120	\$ -
Community Services	General Fund	101	I5/102 Interchange Irrigation	Cost to irrigate the two north quadrants of the interchange. CalTrans funded.	\$ 1,200	\$ 1,200	\$ -
Community Services	Measure E	506	Park and Recreation Facility Projects	Debt service funds not needed and redirected to Park/Recreation facility projects	\$ 522,250	\$ -	\$ 522,250
Community Services	Measure F	507	Park and Recreation Facility Projects	Debt service funds not needed and redirected to Park/Recreation facility projects	\$ 399,982	\$ -	\$ 399,982
Public Works	Vehicle Replacement	012	#837 Replacement Cost	PD motorcycle replacement due to bike being in an accident.	\$ 30,000	\$ 30,000	\$ -
Public Works	General Fund	101	#584/#664 Variable Rate	Two vehicles assigned to CSD in FY21; variable rate needs to follow dept.	\$ 4,517	\$ -	\$ 4,517
Public Works	Equipment Services	010	#584/#664 Variable Rate	Two vehicles assigned to CSD in FY21; variable rate needs to follow dept.	\$ (4,517)	\$ -	\$ (4,517)
Public Works	Gas Tax	355	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 369	\$ -	\$ 369
Public Works	Gas Tax	355	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 369	\$ -	\$ 369
Public Works	General Fund	101	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 554	\$ -	\$ 554
Public Works	Gateway L&L	392	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 258	\$ -	\$ 258
Public Works	General Fund	101	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 4,201	\$ -	\$ 4,201
Public Works	Gibson Ranch L&L	381	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 554	\$ -	\$ 554
Public Works	Spring Lake L&L	389	#581 Variable Rate	#581 will be kept rather than being auctioned; variable rate is being assigned.	\$ 1,071	\$ -	\$ 1,071
Public Works	Water Enterprise	210	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ (2,346)	\$ -	\$ (2,346)
Public Works	Water Enterprise	210	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ (4,342)	\$ -	\$ (4,342)
Public Works	Sewer Enterprise	220	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ 4,364	\$ -	\$ 4,364
Public Works	Storm Drain Enterprise	221	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ (3,050)	\$ -	\$ (3,050)
Public Works	Gas Tax	355	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ (3,519)	\$ -	\$ (3,519)
Public Works	Gas Tax	355	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ (2,346)	\$ -	\$ (2,346)
Public Works	Gibson Ranch L&L	381	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ 1,408	\$ -	\$ 1,408
Public Works	Gibson Ranch L&L	381	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ 7,081	\$ -	\$ 7,081
Public Works	Spring Lake L&L	389	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ 9,384	\$ -	\$ 9,384
Public Works	Gateway L&L	392	Lease Rate Correction	Correction to lease budget for scheduled lease payments.	\$ 1,642	\$ -	\$ 1,642
Public Works	General Fund	101	#604 Variable Rate	Re-assignment of #604 Dump Truck to Homeless Program	\$ 1,800	\$ -	\$ 1,800
Public Works	Water Enterprise	210	#926 Variable Rate	Variable rate correction not included in the FY21 budget due to timing	\$ 5,000	\$ -	\$ 5,000
Public Works	Vehicle Replacement	012	#768 Replacement	Appropriates \$450K in the Vehicle replacement fund; Funding sources are Sewer Fund and Vehicle Lease Fund; New Vaccon purchase.	\$ 450,000	\$ -	\$ 450,000
Public Works	Sewer Enterprise	220	#768 Replacement	Contributes 75% of the cost to the Vehicle Replacement fund for the purchase of a new Vaccon; Fixed rate of \$24,517 (net of \$60,476 minus budgeted lease \$35,959)	\$ 339,888	\$ -	\$ 339,888
Public Works	Vehicle-Equipment Lease	014	#768 Replacement	Contributes 25% of the cost to the Vehicle Replacement fund for the purchase of a new Vaccon	\$ 110,112	\$ -	\$ 110,112

Totals **\$ 19,631,573** **\$ 2,799,427** **\$ 16,832,146**

CITYWIDE FY21 MID-YEAR ADJUSTMENTS BY FUND

Fund No.	Fund	Adjustment	
		Recommendation	
010	Equipment Services	\$	(4,517)
012	Vehicle Replacement	\$	480,000
014	Vehicle-Equipment Lease	\$	110,112
091	Self-Insurance Fund	\$	662,398
101	General Fund	\$	1,688,843
210	Water Enterprise	\$	(1,688)
220	Sewer Enterprise	\$	344,252
221	Storm Drain Enterprise	\$	(3,050)
330	Other Federal Grants	\$	3,910
355	Gas Tax	\$	(5,127)
381	Gibson Ranch L&L	\$	9,043
389	Spring Lake L&L	\$	10,455
392	Gateway L&L	\$	1,900
501	General Fund Capital	\$	50,000
506	Measure E	\$	522,250
507	Measure F	\$	403,892
522	Successor Agency	\$	1,358,900
594	Spring Lake Capital	\$	14,000,000
TOTAL		\$	19,631,573

CITYWIDE FY21 MID-YEAR FTE POSITION CHANGES

Classification	Full-Time Equivalent (FTE)	
	Add	Delete
Assistant City Manager		-1
Administrative Services Director	1	
Communications Manager (previously authorized)	1	
Community Development Director	1	
City Engineer		-1
Financial Services Manager		-1
Accountant I/II	1	
Conservation Coordinator		-1
Engineering Tech III		-1
Senior Engineering Assistant	1	
Senior Maintenance Worker	1	
Maintenance Supervisor		-1
Totals	6	-6

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENTS TO THE FISCAL YEAR 2020-2021 ANNUAL BUDGET**

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2020-2021 and adopted by the City Council on June 16, 2020; and

WHEREAS, the adopted budget also included the fiscal year 2020-2021 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2020-2021 was also prepared; and

WHEREAS, a revised annual budget has been prepared for fiscal year 2020-2021; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2020-2021 and any remaining amounts shall be credited against their respective fund balances, except for:

- a. Any unexpended but encumbered amounts for specific orders outstanding at the end of the Fiscal Year, and
- b. Any appropriations for incomplete capital projects at the end of fiscal year 2020-2021; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The 2020-2021 Annual Revised Budget is hereby amended to include supplemental appropriations totaling \$19,631,573 as shown in Exhibit B.

Section 2. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 4. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2020-2021 Revised Budget, together with any non-substantive corrections to the preliminary budget adopted by this Council.

Section 5. Six full-time equivalent (FTE) positions are authorized and added to the classification listing for FY2020/21 per Exhibit B – FY21 Mid-Year Adjustments Summary; and six full-time equivalent (FTE) positions are deleted from the classification listing for FY2020/21 per Exhibit B – FY21 Mid-Year Adjustments Summary.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk