



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 17, 2021
6:00 PM

CITY COUNCIL

PLEASE NOTE: The August 17, 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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<https://zoom.us/j/99759026181>

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

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

Meeting ID:997 5902 6181

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

2. SUBJECT: City Council Meeting Minutes of July 6, 2021 and July 20, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 6, 2021 and July 20, 2021.

3. SUBJECT: Parks & Recreation Commission Meeting Minutes of June 28, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the June 28, 2021, Parks & Recreation Commission Meeting Minutes.

4. SUBJECT: Sustainability Committee Meeting Minutes for June 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the June 16, 2021 meeting of the Sustainability Advisory Committee.

5. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2021.

6. SUBJECT: Police Department Quarterly Status Report for the period of April 2021 through June 2021.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for April 2021 through June 2021.

7. SUBJECT: FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, (1) authorizing the Police Chief to accept the FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$67,000 and (2) authorizing the City Manager to appropriate \$67,000 in the OTS STEP Grant program budget in the State Grants Fund (325).

8. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Contract Amendment #15 with Wood Rodgers for Consulting Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #15 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

9. SUBJECT: Fire Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2021 through June 2021.

10. SUBJECT: California Department of Resources Recycling and Recovery (CalRecycle) Grant Applications

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any grants for which the City is eligible for a period of 5 years.

11. SUBJECT: Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement for the Parkland Avenue Extension Project in Association with the Spring Lake Central Development

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for the Parkland Avenue Extension Project and other SLIF infrastructure installed by the Spring Lake Central Phase 3 development, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

12. SUBJECT: Summertime Fun Club: Extended Care Program 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, adopting a new fee schedule for an extended day summer camp (\$800 - \$975 per 4 or 5 week session and \$1,600-\$1,946 per entire summer program) for the Summertime Fun Club: Extended Care program.

13. SUBJECT: Final Map 5196 Beeghly Lot D and 5197 Beeghly Lot G, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5196 Beeghly Lot D and 5197 Beeghly Lot G; 2) approving the related Subdivision Improvement Agreement and authorizing Mayor to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5196 Beeghly Lot D, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

G. PUBLIC HEARINGS

14. SUBJECT: Mitigated Negative Declaration for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, approving a Mitigated Negative Declaration (MND) for the Storm Drainage Outfall Channel Outlet Structure Project (the YBWL Culvert Replacement Project), CIP 20-06.

H. REPORTS OF THE CITY MANAGER

15. SUBJECT: Construction Contract for Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: 1) Appropriate \$1,600,000 of additional Road Development Funds to the Project and appropriate \$350,000 of additional Water Enterprise Funds to the Project; and 2) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount not to exceed \$686,780 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$68,678) of the agreement amount; and 3) Approve a construction contract for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; award the construction contract in the amount of \$5,172,305.95 to Meyers and Sons Construction, LLC; authorize contract contingency up to 5% (\$258,615.30), and authorize the City Manager to execute the construction contract and change orders.

16. SUBJECT: Informational Presentation on Proposed Annexation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational presentation on the proposed annexation of six areas (

Attachment 1), including Barnard Street, Westucky, Pirmi, Sports Park, Water Plant and the Northeast Area, into the City of Woodland.

17. SUBJECT: Second Community Pool - Project Scope and Financing

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive a presentation and provide comments on the preliminary project scope and financing options for a second community aquatics facility; and 2) appoint an ad-hoc subcommittee of the Council to work with staff to bring back a recommended project scope and funding plan at the October 19, 2021 Council Meeting.

18. SUBJECT: American Rescue Plan (ARP) Update and Funding Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the development of the City's American Rescue Plan (ARP) Act spending plan, receive an overview of guidance on eligible uses of the funding, and provide direction to staff.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, August 17, 2021 was posted on Thursday, August 12, 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: August 17, 2021
ITEM #: E.1
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

SEPTEMBER 7TH

REGULAR MEETING

City Council Meeting Minutes of August 17, 2021

Designate Voting Delegate for League of CA Cities Annual Conference – Sep. 22-24, 2021

Police Department Strategic Plan

Bullseye Farms Lease Agreement

Well Use Agreement w/ Woodland Recreation Foundation

Approve Contract - Tyler Technologies - Purchase & Implementation - Enterprise Resource Planning System

Approval of Final Subdivision Map 5155, Parkside 3, and associated Subdivision Improvement Agreement

2nd Reading – Residential Container Location

Staybridge Suites Fee Deferral Agreement

FY 2021 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

Public Hearing

Rule 20A Undergrounding District

Housing Element Adoption

Regular Calendar

1st Reading – Amendments to Various Ordinances Pertaining to Boards and Commissions

Update on 2021-22 Council Goals & Priority Actions

SEPTEMBER 21ST

REGULAR MEETING

2nd Reading – Amendments to Various Ordinances Pertaining to Boards and Commissions

OCTOBER 5TH

REGULAR MEETING

City Council Meeting Minutes of September 7, 2021 and September 21, 2021

Future Topics / Study Sessions:

TBD

Comprehensive Zoning Update (October)

Tree Ordinance Amendments Update (October)

Woodland Research Technology Park – EIR Specific Plan Adoption (October)

Waste Management Residential Smart Truck (TBD)

Water and Sewer Rate Study Approval (September/October)

Parklet Temporary Ordinance



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.2
SUBJECT: City Council Meeting Minutes of July 6, 2021 and July 20, 2021

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of July 6, 2021 and July 20, 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", is written over the printed name.

Ken Hiatt
City Manager

Attachments:

1. 07_06_2021 Minutes_DRAFT
2. 07_20_2021 Minutes_DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 6, 2021

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The July 6, 2021 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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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.

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by J Kimura, IT Senior Application Analyst.

B. ROLL CALL

All Council Members present via roll call vote.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

Absent: None

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.

Tom Crumpacker and Felipe Barajas spoke regarding the need for speed bumps in the area of Campbell Park. An e-mail from Manuel Candela was read into the record regarding a problem with the bus bay at Pioneer Avenue.

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. CONSENT CALENDAR

2. SUBJECT: City Council Meeting Minutes of June 1, 2021 and June 15, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 1, 2021 and June 15, 2021.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 1, 2021 and June 15, 2021.

3. SUBJECT: Parks & Recreation Commission Meeting Minutes of May 24, 2021

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the May 24, 2021 Parks & Recreation Commission Meeting Minutes.

Received the May 24, 2021 Parks & Recreation Commission Meeting Minutes.

4. SUBJECT: Second Reading - Adoption of Ordinance related to Modification of Transient Occupant Tax (TOT) Deferral Repayment Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1674, a Ordinance Modifying and Superseding Ordinance No. 1666 Concerning the Temporary Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

Adopted Ordinance No. 1674, a Ordinance Modifying and Superseding Ordinance No. 1666 Concerning the Temporary Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

5. SUBJECT: Microsoft Software Enterprise Licensing Agreement Renewal

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a three-year Microsoft Enterprise Agreement with SoftwareOne Inc., using the terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement # 8084445.

Adopted RESOLUTION NO. 7726, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF MICROSOFT SOFTWARE LICENSING THROUGH A PURCHASE ORDER WITH SOFTWAREONE INC.

6. SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Adopted RESOLUTION NO. 7727, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

7. SUBJECT: Authorize the Purchase of a New Vac-Con

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute a contract with Municipal Maintenance Equipment (MME) for a total purchase price of \$505,877.92 through a cooperative purchase agreement with Sourcewell Contract No. 122017-AMI/VAC for a new Vac-Con; and (2) authorizing a budget appropriation of \$55,877.92 to the Vehicle Replacement Reserve Fund (012) to purchase the new Vac-Con.

Adopted RESOLUTION NO. 7728, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR A TOTAL PURCHASE PRICE OF \$505,877.92 THROUGH A COOPERATIVE AGREEMENT WITH SOURCEWELL CONTRACT NO. 122017-AMI/VAC FOR A NEW VAC-CON AND AUTHORIZING ADDITIONAL APPROPRIATIONS FROM THE VEHICLE REPLACEMENT FUND.

8. SUBJECT: 2021 US Department of Justice Connect & Protect Law Enforcement Behavioral Health Response Program Grant Application

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the Police Department to submit an application for the 2021 U.S. Department of Justice Connect & Protect Law Enforcement Behavioral Health Response Program Grant, and to accept the grant if awarded; and authorizing the City Manager to appropriate funds for the required match in Fund 330 during the three-year grant period.

Adopted RESOLUTION NO. 7729, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2021 US DOJ CONNECT & PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM GRANT AND TO ACCEPT THE GRANT IF AWARDED AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FOR THE REQUIRED MATCH IN FUND 330 DURING THE 3-YEAR GRANT PERIOD.

On a motion by Council Member Garcia-Cadena, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 2 through 8.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

G. REPORTS OF THE CITY MANAGER

9. SUBJECT: New City of Woodland Logo and Brand

RECOMMENDATION FOR ACTION: Staff recommends that City Council direct staff to issue a request for qualifications to update the City's logo and brand and establish a Council subcommittee to evaluate these submissions.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members directed staff to issue a request for qualifications to update the City's logo and brand and established a Council subcommittee consisting of Mayor Pro Tem Vega and Council Member Garcia-Cadena to evaluate these submissions.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None**

10. SUBJECT: Woodland Research and Technology Park Specific Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the Public Review Draft of the Woodland Research and Technology Park Specific Plan, community and stakeholder outreach to date, and comments received on the Draft Environmental Impact Report.

Received an update on the Public Review Draft of the Woodland Research and Technology Park Specific Plan, community and stakeholder outreach to date, and comments received on the Draft Environmental Impact Report.

H. ADJOURN

Meeting adjourned at 8:04 PM in memory of Reverend Clarence Jefferson and Deacon Ed Jull.

Respectively submitted,

**Ana B. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 20, 2021

6:00 PM

City Council

CITY COUNCIL

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

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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

All Council Members present via roll call vote.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Jeff Morgan.

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.

Maria Segoviana, Marketing and Communications Manager with Yolo Food Bank extended an invitation for the upcoming Inaugural Food for Fairness Summit scheduled for October 19-21, 2021, Zane Hatfield, Director of Programs with Yolo Food Bank spoke regarding the Food Recovery and Distribution Program and Manuel Candela spoke regarding the bus bay located at Pioneer Avenue and he also extended an invitation to a free museum located at 240 N. West Street.

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. CONSENT CALENDAR

2. SUBJECT: Sustainability Advisory Committee May Meeting Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the May 19, 2021 meeting of the Sustainability Advisory Committee.

Received minutes for the May 19, 2021 meeting of the Sustainability Advisory Committee.

3. SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2020 program year

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2020 program year.

Received and filed the Manufactured Home Fair Practices Commission Annual Report for the 2020 program year.

4. SUBJECT: Community Services Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of April through June 2021.

Received the Community Services Department Quarterly Status Report for the period of April through June 2021.

5. SUBJECT: Salary Schedule effective July 1, 2021

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

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

7. SUBJECT: Appropriation of Funds to the Fiscal Year 2021/22 Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$17,854.78 to the Environmental Compliance Fund (365) for the Clean Air Funds Grant for fiscal year 2021/22.

Adopted RESOLUTION NO. 7753, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2021/22 CLEAN AIR FUNDS GRANT BUDGET.

8. SUBJECT: Amendment #10 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #10 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Adopted RESOLUTION NO. 7754, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #10 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD MITIGATION.

9. SUBJECT: Funding for WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the reallocation of \$740,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13 for a total budget amount of \$1,530,000; and
2. Approve additional contingencies of up to \$853,631 for a total contract authorization amount of \$1,500,000; and
3. Approve adding extra work for Pond #10 to existing contract with Ramcon Eng & Env. Contracting, Inc. (Ramcon).

Adopted RESOLUTION NO. 7755, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROPRIATE PROJECT FUNDING FOR THE WPCF POND 11 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP 20-13.

10. SUBJECT: Adoption Resolution Authorizing the City Manager or Designee to Execute an Agreement with the California Department of Transportation for the

Woodland Active Transportation Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Active Transportation Plan.

Adopted RESOLUTION NO. 7756, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE WOODLAND ACTIVE TRANSPORTATION PLAN.

11. SUBJECT: Contract Award - FY22 Tree Pruning and Maintenance Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY2021/22 tree pruning and maintenance service contract with West Coast Arborists, Inc. (WCA) in the amount not-to-exceed \$557,578, with options to extend the contract on the same terms for FY2022/23 and FY2023/24.

Adopted RESOLUTION NO. 7757, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR TREE PRUNING AND MAINTENANCE SERVICES WITH WEST COAST ARBORISTS, INC. FOR FY2021/22, WITH A CITY OPTION TO EXTEND THE CONTRACT FOR FY2022/23 AND FY2023/24.

12. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5120, Calwest Phase 3 & 4

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Subdivision Final Map 5120, Calwest Phase 3&4, constructed by Lennar Homes of California, as complete and authorize the City Clerk to file a Notice of Completion.

Adopted, RESOLUTION NO. 7758, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING PUBLIC IMPROVEMENTS FOR SUBDIVISION MAP NUMBER 5120 (CALWEST PHASE 3&4).

13. SUBJECT: Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Service Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____ authorizing the City manager to execute the Annual Maintenance and Support for Advanced Metering Infrastructure (AMI) Five-Year Agreement.

Adopted RESOLUTION NO. 7759, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL MAINTENANCE AND SUPPORT FOR ADVANCED METERING INFRASTRUCTURE (AMI) SERVICE AGREEMENT.

14. SUBJECT: Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a

Settlement and Release Agreement for the North Regional Pond and Pump Station (NRP&PS), CIP 17-21, for an amount not to exceed \$125,000.

Adopted RESOLUTION NO. 7760, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CITY MANAGER TO EXECUTE SETTLEMENT AND RELEASE AGREEMENT FOR THE NORTH REGIONAL POND AND PUMP STATION (NRP&PS), CIP 17-21.

15. SUBJECT: Agreements in furtherance of the Acquisition of Property from Costalotta Partners, LLC and Foundation for Excellence at Woodland Christian Schools for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) Adopt Resolution No. _____, approving a Dedication Agreement and Temporary Construction Easement Agreement with Costalotta Partners, LLC ("Costalotta") for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and (2) Adopt Resolution No. _____, approving a Purchase Agreement with Foundation for Excellence at Woodland Christian Schools ("WCS") for the acquisition of certain property for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, and a separate Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with WCS in furtherance of the Pedestrian Overcrossing Project; and (3) Authorize the City Manager to execute the approved agreements and take all other actions necessary or appropriate in furtherance of the acquisition of the required property and implementation of the approved agreements.

Adopted RESOLUTION NO. 7761, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A DEDICATION AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH COSTALOTTA PARTNERS, LLC FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT CIP 17-22 and RESOLUTION NO. 7762, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE AGREEMENT AND AN AGREEMENT REGARDING RESPONSIBILITIES RELATED TO PEDESTRIAN OVERCROSSING PROJECT AND EXCHANGE OF REAL PROPERTY WITH FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT CIP 17-22.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia Cadena and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items 2 - 5, 7 - 11 and 13 - 15. Item No. 6 was pulled and moved to Reports of the City Manager for further discussion and Mayor Pro Tem Vega, due to a conflict, recused herself from Item No. 12.

Ayes: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
Noes: None

G. PUBLIC HEARINGS

16. SUBJECT: Zoning Amendment - Specialty Retail and Tasting Rooms in all Districts of the Downtown Specific Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

take action on the following: (1) receive the staff report; (2) hold a public hearing; (3) adopt Resolution No. _____, amending the Downtown Specific Plan to allow specialty retail and tasting rooms as an accessory use in all districts of the Downtown Specific Plan.

Mayor Stallard, due to a conflict, recused himself from this item.

Mayor Pro Tem Vega opened the public hearing at 6:47 PM and having no public comment, closed the public hearing at 6:48 PM.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried on a 3-1-1 roll call vote, Council Members adopted RESOLUTION NO. 7763, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT TO THE WOODLAND DOWNTOWN SPECIFIC PLAN TO CONDITIONALLY ALLOW SPECIALTY RETAIL AND TASTING ROOMS AS AN ACCESSORY TO SPECIALTY RETAIL IN DISTRICTS A, B, C, D, AND E.

Ayes: Members Garcia-Cadena, Lansburgh and Mayor Pro Tem Vega

Noes: Member Fernandez

Absent: Mayor Stallard

17. SUBJECT: Public Hearing and Approval of the Fiscal Year 2021-2022 Community Development Block Grant Annual Action Plan

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

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2021/22 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt Resolution No. _____, approving the FY 2021/22 CDBG Action Plan in substantially the same form as presented to the City Council with funding allocations as recommended by the CDBG Review Panel and appropriate an additional \$93,286.72 in CDBG funds (Fund 320) from Program Income for the Library ADA Restrooms Upgrade (Attachment B); and
3. Direct staff to submit the completed FY 2021/22 CDBG Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period; and
4. Direct staff to forward the completed FY 2021/22 Action once completed; and
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These actions are consistent with the 2020-2024 CDBG Consolidated Plan goals to assist low and moderate income persons.

On a motion by Mayor Pro Tem Vega, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7764, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

20. SUBJECT: Public Hearing and Adoption of Amendment #2 to the Fiscal Year 2019/20 Community Development Block Grant Action Plan

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

1. Hold a public hearing to receive community input on the proposed amendment to the City's Fiscal Year 2019/20 Community Development Block Grant Action Plan; and
2. Adopt Resolution No. _____, rescinding Resolution No. 7616 and approving Amendment #2 to the City's CDBG FY 2019/20 Action with the funding allocations recommended by the CDBG Review Panel to use CDBG-CV3 (CARES Act) funds of \$422,821 for public services to prevent, prepare for, and respond to the Coronavirus (COVID-19); and
3. Direct staff to complete the necessary paperwork to process Amendment #2, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period and tonight's public hearing; and
4. Direct staff to forward the completed Amendment #2 and related documents to HUD; and
5. Authorize the City Manager to execute any agreements, contracts, or related documents with the appropriate entities to carry out the CDBG funded activities;
6. Appropriate \$422,831 to the Community Development Block Grant Fund (320); and
7. Authorize the Finance Officer to make the budget allocation as specified.

On a motion by Mayor Pro Tem Vega, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7767, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AMENDMENT #2 TO THE FISCAL YEAR 2019/20 CDBG ACTION PLAN.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard
NOES: None

18. SUBJECT: PUBLIC HEARING - Weed Abatement Program Parcels not in Compliance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2020 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City of the cost of removal of weeds, refuse, and dirt from the property.

On a motion by Council Member Garcia-Cadena, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7765, A Resolution Requesting Collection of Charges on Tax Roll.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

NOES: None

19. SUBJECT: PUBLIC HEARING - Waste Management Liens

Recommendation for Action: Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

On a motion by Council Member Garcia-Cadena, seconded by Mayor Pro Tem Vega and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7766, A Resolution Requesting Collection of Charges on Tax Roll.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

NOES: None

H. REPORTS OF THE CITY MANAGER

6. SUBJECT: Consideration of an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, an Amended Resolution Establishing an Advisory Redistricting Commission for the 2021 Redistricting Process.

This item was moved to Reports of the City Manager for discussion and a separate vote.

On a motion by Council Member Garcia-Cadena, seconded by Mayor Pro Tem Vega and carried on a 4-1 roll call vote, Council Members adopted RESOLUTION NO. 7752, AN AMENDED RESOLUTION ESTABLISHING AN ADVISORY REDISTRICTING COMMISSION FOR THE 2021 REDISTRICTING PROCESS.

AYES: Members Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

NOES: Member Fernandez

21. SUBJECT: Appointment of Members to the Advisory Redistricting Commission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint members to the Advisory Redistricting Commission.

On a motion by Council Member Lansburgh, seconded by Council Member Fernandez and carried unanimously on a 5-0 roll call vote, Council Members appointed Robert Simas, Mary Kimball, Anne East, David Moreno and Peggy Bernardy to the Advisory Redistricting Commission.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

NOES: None

22. SUBJECT: First Reading – Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried on a 4-1 roll call vote, Council Members introduced and waived the

first reading of an Ordinance adding Section 13.08.170 of the Municipal Code relating to Residential Container Location Requirements. It was recommended that all language that states "screen from public view" be deleted and add language that requires the container be kept on the outside of the sidewalk.

AYES: Members Garcia-Cadena, Lansburgh, Vega and Mayor Stallard

NOES: Member Fernandez

I. ADJOURN

Meeting adjourned at 8:02 PM.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.3
SUBJECT: Parks & Recreation Commission Meeting Minutes of June 28 2021

Recommendation for Action: Staff recommends that the City Council receive the June 28, 2021, Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The Parks & Recreation Commission held its last meeting on July 26, 2021. At this meeting, the Parks & Recreation Commission Approved the minutes from the June 28, 2021, Parks & Recreation Commission meeting.

Conclusion:

Staff recommends that the City Council receive the June 28, 2021, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Ken Hiatt
City Manager

Attachments:

1. Parks & Recreation Commission Minutes June 28, 2021

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission –

Monday, June 28, 2021

6:30 PM

A. NOTICE

1. PLEASE NOTE: The June 28 , 2021 Parks & Recreation Commission will be conducted pursuant to the Governor's Executive Order N-29-20. The meeting will be held via teleconference and Commission members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the Parks & Recreation Commission 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 Commission 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) 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 Krista Bain at krista.bain@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. <https://zoom.us/j/97037739346> Or Dial: +1 669 900 6833 Meeting ID: 970 3773 9346

B. CALL TO ORDER

Meeting called to order at 06:34 PM

C. ROLL CALL

Commission Members Present: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Absent:

Excused:

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance

E. COMMUNICATIONS - PUBLIC COMMENT

None

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

G. PRESENTATION

None

H. BUSINESS ITEMS

I. COMMITTEE REPORTS

No updates at this meeting.

2. Standing Committee Report

- Facilities Committee
- Program & Department Evaluation
- Budget & Finance Committee
- Urban Forest Committee
- Volunteerism Committee

No updates at this meeting.

J. CONSENT CALENDAR

3. Approve Minutes for May 24, 2021

On a motion by Commissioner Carla White-Snyder to approve the May 24, 2021 minutes as written, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously,

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

K. OTHER BUSINESS

4. Commission Absence Request

No request at this meeting.

L. REPORT OF THE STAFF

5. Community Services Staff Report for June 28, 2021

Verbal updates provided by Staff.

M. NEXT MEETING

6. July 26, 2021

N. ADJOURN

Meeting adjourned at 07:02 PM.

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Carla White-Snyder and carried unanimously,

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.4
SUBJECT: Sustainability Committee Meeting Minutes for June 2021

Recommendation for Action: Staff recommends that the City Council receive minutes for the June 16, 2021 meeting 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 June 16, 2021 meeting of the Sustainability Advisory Committee.

Items of note in these minutes include two presentations related to implementation of SB 1383 (Short-lived Climate Pollutants):

-Item 7: Update by Staff on City Planning for SB 1383 Implementation

The committee received a presentation by Environmental Resources Analyst Rosie Ledesma from the City's Environmental Services Division regarding the City's efforts to plan for implementation of SB 1383, including joining the County's contract with a consultant for a capacity needs assessment required for the edible food recovery portions of the regulations, updates to the Municipal Code, and other areas.

-Item 8: Presentation by Yolo Food Bank

The committee received a presentation by Yolo Food Bank Executive Director Michael Bisch regarding proposals by the Food Bank for County-wide edible food recovery programs consistent with the requirements of SB 1383.

Slides from both presentations are attached to the minutes.

Conclusion:

Staff recommends that the City Council receive minutes for the June 16, 2021 meeting of the Sustainability Advisory Committee.

Prepared by: Ken Loman, Environmental Sustainability Manager

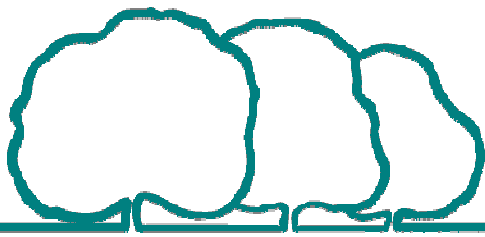
Reviewed by: Brent Meyer, Community Development Director/ City Engineer

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. 2021 06-16 Minutes - Woodland Sustainability Advisory Committee



**SUSTAINABILITY ADVISORY COMMITTEE
SPECIAL MEETING
MEETING MINUTES – JUNE 16, 2021
VIA TELECONFERENCE**

1. Call to Order

The meeting was called to order at 6:11 p.m.

2. Roll Call

Members Present: Rolf Frankenbach, Allison Martin, Catalina Munoz, Adelita Serena, Robert Ullrey

Absent: Mark Aulman, Liza Grandia, Sara Schremmer, Raul Tadle

Staff Present: Stephen Coyle, Rosie Ledesma, Ken Loman

Guests Present: Michael Bisch, Joy Cohen

3. Public comment

There was no public comment.

4. Member reports (Information Item)

Frankenbach: Rolf reported that the Woodland Tree Foundation's Oak Study Group, met on June 10th with City staff, including City Manager Ken Hyatt, Community Services Director Christine Engel, and Arborist and Park Superintendent Westley Schroeder to check in on the status of the draft tree ordinance previously submitted by the Study Group for consideration by the City. Staff shared concerns about the draft and indicated they are working to revise the draft in order to address those concerns.

Martin: Allison reported that the Public Outreach and Engagement Work Group has met several times and is preparing a proposal for a "town hall" type of event, as well as looking into issues related to creating a networking page on the City's Web site for community resources. She also shared that she met with newly appointed City Communication Manager Spencer Bowen, Ken Loman, and Environmental Services staff to learn about what each has been working on. That group also discussed various outreach channels as well as the potential for recognizing sustainability efforts of local businesses and individuals.

Munoz: Catalina reported that the Policy Work Group has met and plans to do research on what other cities are doing to evaluate policy options. The group is thinking of developing a framework using Climate Action Plan categories and adding equity and inclusion. She also reported that she attended a Sonoma Clean Energy webinar about their programs and new outreach center. She is interested in visiting and is looking to see if other members might be interested as well.

There were no other member reports.

5. Staff reports (Information Item)

Ken reported on several ongoing projects:

- Following City Council approval of the construction appropriation on June 1st, the City has awarded a construction contract for the Crawford Park Rain Garden Project to CJB Construction. Construction is expected to begin by the end of June and be complete in about six weeks.
- The Water-Wise Landscape Tour was held virtually from May 24-30. This year's virtual tour received 857 unique visitors to the Web site during that week, compared with an average of about 200-250 people who generally registered at the in-person walking tour in the past. The tour's pictures, videos, and plant lists will be archived and remain accessible at <https://waterwisewoodland.weebly.com>, along with prior years materials.
- The Yolo-Solano Air Quality Management District has approved the City's proposal for a 2021 Clean Air Funds Grant. The City will receive approximately \$18,000 for construction of a bike parking area at the regional park under development at the City's decommissioned old landfill and surrounding buffer lands.

Additionally, Rosie reported that the Environmental Services Division is recruiting for a Recycling Intern, as our previous intern, Emily Jackson was hired to a full-time position by the City's Public Works Department (and we are very proud of her!). Also, the County's Big Blue Recycling Barn thrift store at the Yolo County Central Landfill will celebrate its 5-year anniversary on June 18 and 19 from 9:00 a.m. to 3:00 p.m.

6. Approve Minutes for May 19, 2021 (Action Item)

On a motion by Allison Martin, seconded by Rolf Frankenbach, and carried on an 5-0 vote, with five absences, committee members approved the minutes for the May 19, 2021 meeting.

Ayes: Frankenbach, Martin, Munoz, Serena, and Ullrey

Noes: None

Absent: Aulman, Grandia, Schremmer, and Tadler

7. Update on SB 1383 Planning (Information Item)

Staff (Rosie Ledesma) gave the committee an update on planning for SB 1383 (Short-lived Climate Pollutants) implementation (presentation slides attached).

Highlights of the presentation included:

- The City has joined the County's contract with a consultant (Total Compliance Management) to develop the capacity needs assessment required for the edible food recovery portions of the regulations and related services,
- Staff is working with the City Attorney on necessary updates to the Municipal Code,
- County Environmental Health has agreed to take the lead for required inspections.

She also reported on status of planning efforts related to updating the City's Environmentally Preferable Procurement Policy, the new regulations' annual procurement requirements, an organics waste-flow agreement with the County landfill, and bio-solids handling.

8. Presentation by Yolo Food Bank (Information Item)

Yolo Food Bank Executive Director Michael Bisch presented an overview of proposals by the Food Bank for County-wide edible food recovery programs consistent with requirements of SB 1383 (slides attached).

9. Discuss long-range calendar (Information/Action Item)

Ken shared that the July meeting will include introduction of newly appointed City Communication Manager Spencer Bowen and a presentation by the Bike Campaign.

10. Adjourn

The meeting adjourned at 7:33 p.m.

SB 1383

Short-Lived Climate Pollutants



June 2021 Update



Jurisdiction Responsibilities (Overview)

**Organics Collection
Services**



**Education & Outreach
to Community**



**Infrastructure & Capacity
Planning**



**Edible Food Recovery
Program**



Procurement



**Monitor Compliance
and Enforce**



City of Woodland

CalRecycle 

COLLECTION SERVICES & PROCUREMENT



- **Municipal Code Revisions**
 - Organics and Recycling required for all entities
 - Food recovery organization and generator requirements
- **Environmentally Preferable Procurement Policy (EPPP)**
 - Employee training
 - City facility implementation
- **Annual procurement requirements**
 - 2,818 tons of compost
 - 4,859 tons of mulch
 - 1.2M kWh of electricity



City of Woodland



EDIBLE FOOD RECOVERY & CAPACITY PLANNING



- **Yolo County Consultants**
 - Edible food recovery capacity study
 - Funding assessment
- **Yolo County Environmental Health**
 - Annual inspections
 - Stakeholders workshop
- **Organics Waste Flow Agreement**
- **Biosolids**



City of Woodland



Questions?



Rosie Ledesma
Environmental Resource Analyst



City of Woodland



SB 1383 Key Implementation Dates



City of Woodland



Item #8



Invitation to all Yolo County communities: join Yolo Food Bank in developing an equitable, sustainable, local food system for the health & wellness of ALL residents

First step => implement a fully-funded, countywide edible food recovery program in compliance with Senate Bill 1383





California cities and counties are currently contracting with waste haulers to transport 1.1 million tons of surplus edible food to landfills each year resulting in 1 million tons of carbon dioxide equivalent. This is comparable to the emissions of 800,000 cars.





Instead of paying waste haulers to feed the landfill and exacerbate climate change, would you be willing to pay food recovery organizations to redirect the surplus food to our most vulnerable residents?

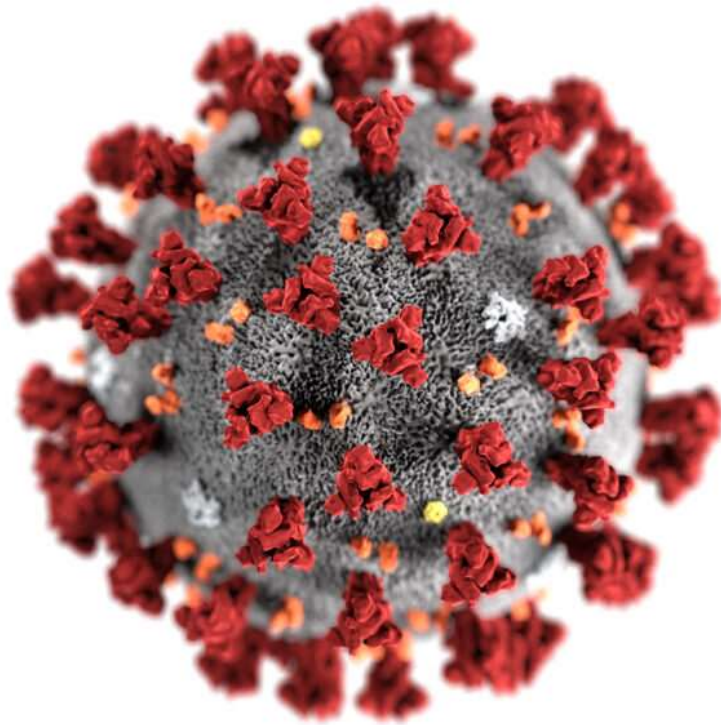
Would you be willing to raise household garbage rates \$1/month? \$2? \$3? \$4? \$5?





Climate Crises





Global Public Health Crises



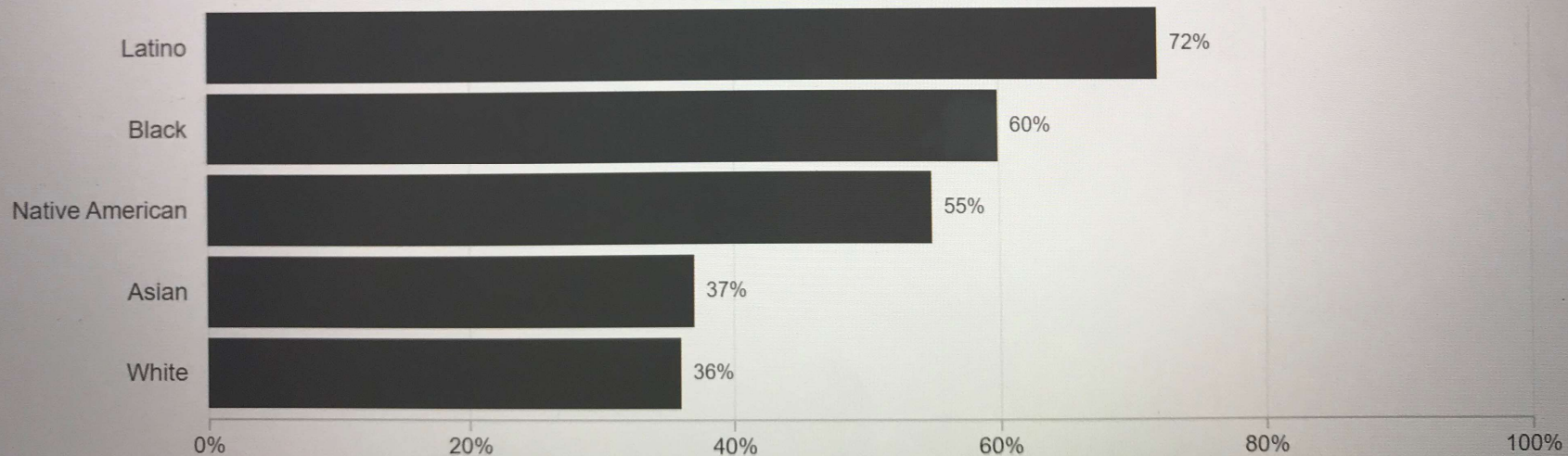


Social Justice Crises



NATIONWIDE

Majority Of Latino, Black And Native American Households Report Serious Financial Problems During Pandemic

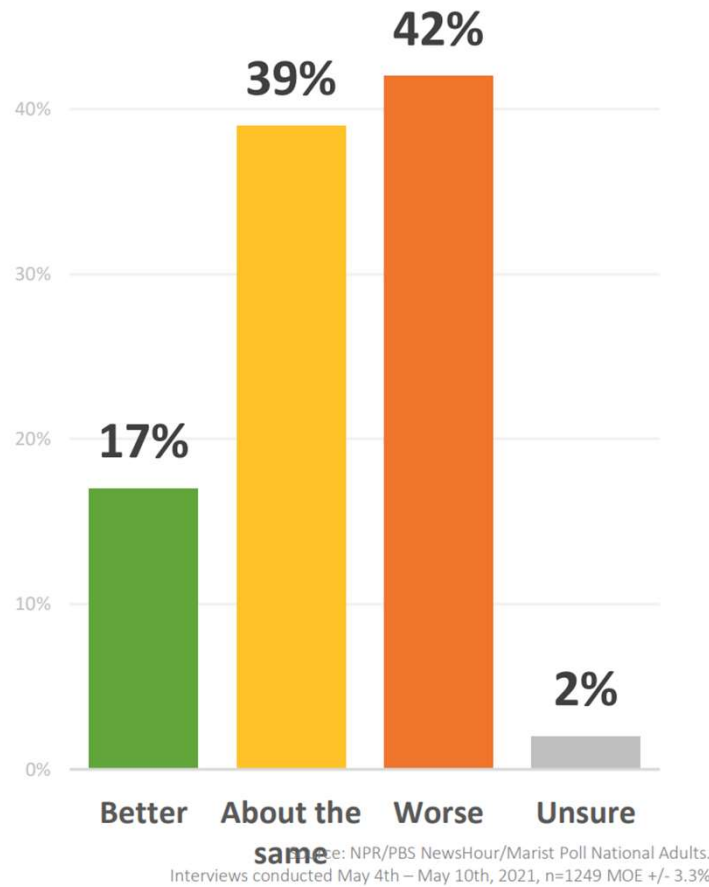


Notes



Race Relations in America

What is your opinion with regard to race relations in the United States today, would you say things are better, about the same, or are worse than they were a year ago?



PBS Newshour / NPR / Marist Poll
May 2021



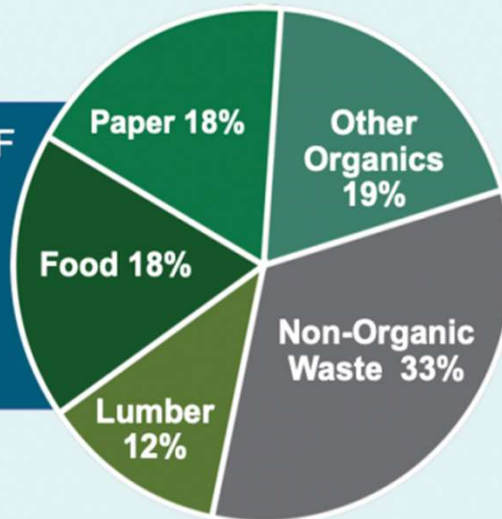


Environmental justice emerged as a concept in the United States in the early 1980s. The term has two distinct uses with the more common usage describing a social movement that focuses on the "fair" distribution of environmental benefits and burdens. [Wikipedia](#)



Organic Waste Is the Largest Waste Stream in California

CALIFORNIA DISPOSED OF
APPROXIMATELY
27 MILLION TONS OF
ORGANIC WASTE IN 2017



California's Waste Stream

IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE



**NEARLY
1 IN 4 CALIFORNIANS**

CALIFORNIA THROWS AWAY

MORE THAN 11 BILLION POUNDS
OF FOOD WASTE EVERY YEAR!

CalRecycle 





- Recycling ▶
- Organics & Green Waste ▶
- Special Wastes ▶
- Kids & Educators
- Waste Management of Woodland
- Waste Wizard & Collection Calendar

[Home](#) > [Departments](#) > [Community Development](#) > [Environmental Services](#) > [Solid Waste & Recycling](#) > Waste Management of Woodland

Waste Management of Woodland

Through a waste franchise agreement, the City of Woodland contracts with Waste Management for municipal, residential, and commercial waste removal and recycling services.

For questions, assistance or to subscribe to residential, business or commercial recycling, refuse, organics, or green waste service please call Waste Management Customer Service at 530-662-8748 or visit the [Waste Management of Woodland website](#) for more information on local services.



Senate Bill 1383, Edible Food Recovery (signed into law in 2016):
A legal mandate requiring cities and counties to divert the maximum amount of surplus edible food land-filled by large grocers, food processors & distributors



Senate Bill 1383, Edible Food Recovery (beginning January 2022):

Waste disposal mandates are not a new concept. Which of these services is funded by philanthropy?



SB 1383 Edible Food Recovery: city requirements (January 2022)

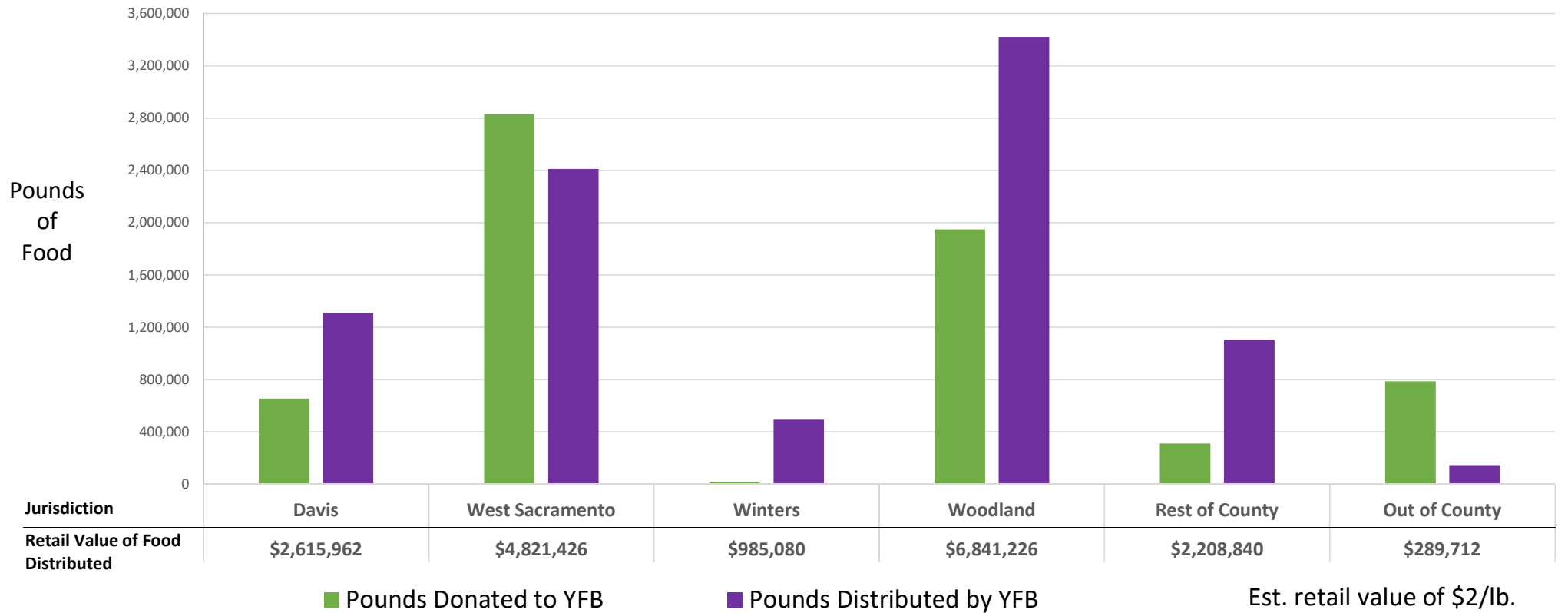
- Estimate the quantity of edible food currently landfilled
- Identify, plan for and fund adequate program capacity
- Develop, fund and implement an edible food recovery program
- Execute an outreach and education campaign
- Adopt, monitor and enforce food recovery ordinances
- Comply with State reporting requirements



SB 1383 Edible Food Recovery: community benefits

- A step toward saving the planet by reducing greenhouse gas emissions
- An equitable, sustainable local food system for the health & wellness of ALL residents
- Elimination of food insecurity & the reduction of poverty
- Conserving existing Central Landfill capacity





Calendar Year 2020 Food Distributed By/Donated To Yolo Food Bank (Jan-Nov actual, Dec projected)



The city's edible food recovery implementation alternatives:

- City provided service
- For-profit provided service
- Nonprofit provided service
- Magic wand

But time is running short for key decisions
having long term ramifications



Do you Want
to Change Lives
AND
SAVE The Planet?!

Michael Bisch, Executive Director
michael@yolofoodbank.org
530.256.6412

A formal food
recovery partnership
between the City of
Woodland and Yolo
Food Bank will do
exactly that



SENATE RULES COMMITTEE Office of Senate Floor Analyses

3) A long time coming. On the other hand, local jurisdictions have known about these regulations and its methane emission reduction goals since 2016, when SB 1383 was first enacted and well before COVID-19. Further, the state has a demonstrated history of desiring to manage its waste, including organic waste, in a sustainable manner with enactments of SB 341 (Chesbro, Chapter 476, Statutes of 2012) and AB 1826 (Chesbro, Chapter 727, Statutes of 2014). SB 341 requires businesses to contract for solid waste recycling services and requires local jurisdictions to implement a recycling program to divert solid waste from businesses subject to those recycling services requirements. AB 1826 requires businesses to arrange for organic waste recycling services and requires local jurisdictions to implement an organic waste recycling program to divert organic waste from businesses subject to those requirements. Thus, local jurisdictions have known about the state's organic waste and recycling goals since 2012, almost nine years. And, in theory, a local jurisdiction should have had an organic waste recycling program for the past seven years.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.5
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended June 30, 2021

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2021.

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.

Provide a 3-4 sentence paragraph that summarizes the key critical points associated with the issue that the City Council will consider. The information needs to be framed in a policy context and include references to other Council, Council Committee, Commission or citizen committee action.

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 Cantor Fitzgerald L.P. to implement its investment strategy with the objective of increasing yield and generating additional investment earnings while, at the same time, ensuring that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of June 30, 2021, the City treasury consisted of investments with a total book value of \$194,506,228. During the quarter, the City reached its maximum investment capacity with the Local Agency Investment Fund (LAIF) and invested the excess funds in the California Asset Management Program (CAMP). CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 0.05% as of June 30, 2021. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2021 was 0.33% and the average yield on the City of Woodland's investments as of June 30, 2021 was 1.33%. This results in an

overall portfolio yield, combining all investments, CAMP, and LAIF of 0.93%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2021 was 0.05%. The City exceeded its benchmark by 0.88%.

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 0.15% based on the parameter of allowable investments. As of June 30, 2021, the City maintained 38% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of nineteen months, and achieved a market rate of return of 0.93%. The City exceeded its target yield by 0.78%.

In response to the COVID-19 pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0-0.25%. This unexpected decrease in the Federal Reserve's benchmark rate has continued to lead 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 par value, plus accrued interest, prior to the 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. The City forecasts that approximately \$4,500,000 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.

Over the next quarter, the City will continue its 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.

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 June 30, 2021.

Prepared by: Adam Devlin, Senior Accountant

Reviewed by: Kimberly McKinney, Director of Administrative Services

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. Q4 FY 2021 08.17.2021

**CITY OF WOODLAND
INVESTMENT REPORT**

June-21

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$65,999,493	33.9%
California Asset Management Program (CAMP)	\$11,000,440	5.7%
Certificates of Deposit	\$1,500,000	0.8%
US Government Agency Securities	\$59,748,625	30.7%
Non US Government Agency Securities	\$2,500,000	1.3%
Corporate Securities	\$45,586,192	23.4%
Municipal Securities	\$8,171,477	4.2%
TOTAL	\$194,506,228	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>
DNB First Bank	6/16/2022	1.95	N/a	\$250,000	\$250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	\$250,000	\$250,000	N/a	68148PKX4
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	949763JUI1
Total Certificates of Deposit				\$1,500,000	\$1,500,000		
Federal Home Loan Bank	8/24/2021	2.00	8/24/2021	\$2,000,000	\$2,000,000	\$2,005,794	3130A93A7
Federal Home Loan Bank	6/25/2024	0.55	7/5/2021	\$3,000,000	\$3,000,000	\$3,000,006	3130AJRN1
Federal Farm Credit Bank	9/27/2024	1.89	9/27/2021	\$2,000,000	\$2,000,000	\$2,007,714	3133BKU20
Federal Home Loan Mortgage Corp	9/27/2024	1.81	9/27/2021	\$2,000,000	\$2,000,000	\$2,006,614	3134GUDP2
Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	\$3,000,000	\$3,000,000	\$2,996,457	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	\$2,000,000	\$2,000,000	\$1,989,232	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,965,056	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.88	7/5/2021	\$2,000,000	\$2,000,000	\$2,000,118	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$1,985,208	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$1,980,552	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,974,726	3134GW426
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,966,439	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$1,973,714	3133BMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	\$2,000,000	\$2,000,000	\$1,954,854	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$1,980,364	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	\$2,000,000	\$1,999,000	\$1,966,332	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	\$1,750,000	\$1,745,625	\$1,726,046	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	\$3,000,000	\$3,000,000	\$2,979,861	3133BMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	\$3,000,000	\$3,000,000	\$3,000,549	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	\$3,000,000	\$3,000,000	\$2,992,053	3133BMYE6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	\$3,000,000	\$3,000,000	\$2,989,317	3130AMFD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	\$3,000,000	\$3,000,000	\$2,988,273	3130AMPJ5
Federal Home Loan Bank	6/16/2026	1.05	9/16/2021	\$3,000,000	\$3,000,000	\$2,992,257	3130AMMP4
Federal Home Loan Bank	6/30/2026	1.15	3/30/2022	\$5,000,000	\$5,000,000	\$4,999,705	3130AMWB4
Total US Government Agency Securities				\$59,750,000	\$59,748,625	\$59,421,241	
International Finance Corporation	1/15/2025	1.63	1/15/2022	\$2,500,000	\$2,500,000	\$2,507,030	45950VNR3
Total Non US Government Agency Securities				\$2,500,000	\$2,500,000	\$2,507,030	

**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>
Caterpillar	8/9/2021	1.70	N/a	\$500,000	\$501,113	\$500,783	14912L6U0
Pepsico	10/6/2021	1.70	N/a	\$500,000	\$488,785	\$501,387	713448DL9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	\$500,000	\$535,990	\$512,070	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	\$500,000	\$509,485	\$506,018	037833CM0
Chevron	3/3/2022	2.41	N/a	\$500,000	\$506,350	\$505,579	166764AT7
Pepsico	5/2/2022	2.25	N/a	\$500,000	\$504,250	\$507,807	713448DT2
Visa	9/15/2022	2.15	N/a	\$1,000,000	\$1,015,480	\$1,021,719	92826CAG7
JP Morgan Chase	9/23/2022	3.25	N/a	\$500,000	\$504,580	\$517,967	46625HJE1
Visa	12/14/2022	2.80	N/a	\$1,000,000	\$1,008,090	\$1,033,186	92826CAC6
Toyota	1/11/2023	2.70	N/a	\$1,000,000	\$1,002,790	\$1,036,108	89236TEL5
Charles Schwab	1/25/2023	2.65	N/a	\$1,000,000	\$1,011,190	\$1,033,671	808513AT2
John Deere	1/27/2023	2.80	N/a	\$1,000,000	\$1,015,930	\$1,039,581	24422ERT8
Berkshire Hathaway	3/15/2023	2.75	N/a	\$500,000	\$501,445	\$518,840	084670BR8
TJX Companies	5/15/2023	2.50	N/a	\$500,000	\$507,615	\$517,295	872540AP4
Chevron	6/24/2023	3.19	N/a	\$1,000,000	\$1,013,720	\$1,050,559	166764AH3
Bank of America	7/21/2023	2.82	7/21/2022	\$1,000,000	\$1,004,840	\$1,024,856	06051GGQ6
Toyota	9/20/2023	3.45	N/a	\$1,000,000	\$1,025,110	\$1,066,130	89236TFN0
Citibank	1/23/2024	3.65	N/a	\$1,000,000	\$1,036,710	\$1,076,137	17325FAS7
Citibank	1/23/2024	3.65	N/a	\$569,000	\$604,710	\$612,322	17325FAS7
Charles Schwab	2/1/2024	3.55	N/a	\$600,000	\$623,478	\$645,799	808513AY1
US Bancorp	2/5/2024	3.38	N/a	\$1,000,000	\$1,026,700	\$1,070,990	91159HHV5
Apple	2/9/2024	3.00	N/a	\$500,000	\$505,235	\$530,472	037833CG3
IBM	2/12/2024	3.63	N/a	\$500,000	\$528,850	\$538,448	459200HU8
Home Depot	2/15/2024	3.75	N/a	\$1,000,000	\$1,074,300	\$1,077,983	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/a	\$1,000,000	\$1,050,720	\$1,071,218	452308AT6
Pepsico	3/1/2024	3.60	N/a	\$1,000,000	\$1,069,750	\$1,074,055	713448CM8
Apple	5/6/2024	3.45	N/a	\$1,000,000	\$1,037,300	\$1,083,061	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/a	\$1,000,000	\$1,039,920	\$1,077,427	06406HCV9
HSBC	6/23/2024	3.50	N/a	\$500,000	\$527,365	\$541,714	40434CAD7
American Honda Finance	6/27/2024	2.40	N/a	\$500,000	\$505,140	\$525,341	02665WC22
Toyota	7/25/2024	2.41	7/25/2021	\$1,300,000	\$1,300,000	\$1,301,244	89236TGD1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$509,055	\$525,957	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$500,000	\$506,245	\$525,957	91159HHX1
US Bancorp	7/30/2024	2.40	N/a	\$1,000,000	\$1,029,250	\$1,051,913	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/a	\$1,000,000	\$1,059,210	\$1,076,180	009158AV8
Amazon	8/22/2024	2.80	N/a	\$500,000	\$517,425	\$532,160	023135AZ9
United Parcel Service	9/1/2024	2.20	N/a	\$500,000	\$502,340	\$523,177	911312BT2
Coke	9/6/2024	1.75	N/a	\$500,000	\$499,285	\$519,169	191216CL2
JP Morgan Chase	11/24/2024	2.30	11/27/2021	\$1,000,000	\$1,000,000	\$997,700	48128GM49
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,014,350	\$1,044,666	29736RAN0
Estee Lauder	12/1/2024	2.00	N/a	\$1,000,000	\$1,004,020	\$1,044,666	29736RAN0
Toyota	2/13/2025	1.80	N/a	\$1,000,000	\$1,001,380	\$1,032,171	89236TGT6
VWV Grainger	2/15/2025	1.85	N/a	\$1,500,000	\$1,545,900	\$1,552,581	384802AE4
Precision Castpart	6/15/2025	3.25	N/a	\$1,000,000	\$1,111,990	\$1,084,851	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$997,859	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$977,577	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$958,677	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$953,493	48128GY53
United Health Group	1/15/2026	1.25	N/a	\$1,000,000	\$1,016,620	\$1,009,012	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	\$2,000,000	\$1,984,600	\$1,987,892	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	\$1,000,000	\$1,000,000	\$983,171	46632PRV9
Caterpillar	3/2/2026	0.90	N/a	\$1,200,000	\$1,195,920	\$1,194,780	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	\$500,000	\$501,660	\$499,990	91324PEC2
				\$44,669,000	\$45,586,192	\$46,193,361	
Total Corporate 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>
California ST GO UNLT TXBL-High Speed Passenger Train-Series A	4/1/2022	2.37	N/a	\$415,000	\$425,371	\$421,926	13063DAD0
University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/a	\$830,000	\$880,273	\$874,563	91412HBK8
Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/a	\$1,925,000	\$2,020,596	\$2,014,089	544351KS7
San Francisco City & County CA Public Utility Company REV TXBL-Se	11/1/2023	2.81	N/a	\$455,000	\$485,799	\$478,592	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Series E	12/1/2023	3.20	N/a	\$450,000	\$477,329	\$477,239	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/a	\$1,000,000	\$1,079,870	\$1,066,800	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/a	\$595,000	\$603,520	\$615,188	13048VNZ7
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/a	\$2,000,000	\$2,198,720	\$2,182,380	91412GXQ3
Total Municipal Securities				\$7,670,000	\$8,171,477	\$8,130,777	
Total of LAIF Funds & Investments Detail					\$194,506,228		
Check Total (Should be zero)					\$0		

CASH ACCOUNTS as of 06/30/21

Bank Accounts with U.S. Bank	\$3,895,108
Petty Cash	\$2,778
Cash with Fiscal Agent	\$8,157,897
Funds Held By Section 115 Pension Trust	\$10,621,796

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$1,681,038
Prior Quarters Interest Earned - LAIF	\$437,961
Total Interest Received	<u>\$2,118,999</u>
Interest Received from April 1, 2021 to June 30, 2021	<u>\$486,719</u>
Total Fiscal Year-to-Date Interest Received	<u><u>\$2,605,718</u></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				
04/01/21	Month Beginning Balance			\$62,095,999
04/15/21	Quarterly Interest	\$68,494		\$62,164,493
04/30/21	Deposit into LAIF	\$4,000,000		\$66,164,493
05/03/21	Withdrawal from LAIF		\$3,000,000	\$63,164,493
05/17/21	Withdrawal from LAIF		\$4,000,000	\$59,164,493
05/20/21	Deposit into LAIF	\$3,000,000		\$62,164,493
05/24/21	Deposit into LAIF	\$12,835,000		\$74,999,493
06/15/21	Withdrawal from LAIF		\$6,000,000	\$68,999,493
06/24/21	Deposit into LAIF	\$6,000,000		\$74,999,493
06/28/21	Withdrawal from LAIF		\$2,000,000	\$72,999,493
06/29/21	Withdrawal from LAIF		\$5,000,000	\$67,999,493
06/30/21	Withdrawal from LAIF		\$2,000,000	\$65,999,493
06/30/21	Month End Balance			\$65,999,493
CAMP PFM Asset Management LLC				
04/01/21	Month Beginning Balance			\$0
06/01/21	Purchase	\$1,000,000		\$1,000,000
06/02/21	Purchase	\$10,000,000		\$11,000,000
06/30/21	Accrual Income Dividend Reinvestment	\$440		\$11,000,440
06/30/21	Month End Balance			\$11,000,440
Bonds and Other Investments				
04/01/21	Month Beginning Balance			\$110,396,154
04/01/21	Matured California State 13063DGA0		\$736,905	\$109,659,249
05/04/21	Purchase FFCEB 3133EMYE6	\$3,000,000		\$112,659,249
05/17/21	Matured Johnson & Johnson 478160AZ7		\$531,000	\$112,128,249
05/17/21	Purchase Public Storage 74460WAA5	\$1,984,600		\$114,112,849
05/18/21	Purchase FHLB 3130AMFD9	\$3,000,000		\$117,112,849
05/19/21	Matured Google 02079KAA5		\$1,069,370	\$116,043,479
05/26/21	Called FHLMC 3134GUTT7		\$3,000,000	\$113,043,479
06/15/21	Matured United Health Group 91324PDH2		\$1,522,305	\$111,521,174
06/16/21	Matured Bridgewater Bank 108622FR7		\$250,000	\$111,271,174
06/16/21	Purchase FHLB 3130AMMP4	\$3,000,000		\$114,271,174
06/16/21	Purchase FHLB 3130AMPJ5	\$3,000,000		\$117,271,174
06/23/21	Called Citibank 17325FAQ1		\$1,023,790	\$116,247,384
06/23/21	Matured Business Bank 12325EHU9		\$250,000	\$115,997,384
06/24/21	Called FNMA 3136G4WM1		\$3,000,000	\$112,997,384
06/28/21	Purchase United Health Group 91324PEC2	\$501,660		\$113,499,044
06/28/21	Sold Oracle 68389XBL8		\$492,750	\$113,006,294
06/29/21	Matured First Financial Bank 32021MEY1		\$250,000	\$112,756,294
06/30/21	Matured Summitt Community Bank 86604XLZ7		\$250,000	\$112,506,294
06/30/21	Purchase FHLB 3130AMWB4	\$5,000,000		\$117,506,294
06/30/21	Month End Balance			\$117,506,294
		END OF MONTH TOTAL DEBITS		\$183,505,787
		Check Total (Should be Zero)		(11,000,440.48)
Transactions w/LAIF		11		
Transactions w/CAMP		3		
Purchase of New Bonds		7		
Bonds Called		3		
Purchase of New CD		0		
CD Matured		4		
Bonds Sold		1		
Bonds Matured		4		

2014 Wastewater Revenue Bonds

Revenue fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Interest fund	\$0.44	\$0.44	US Bank Mmkt 5 -Ct	\$0.44
Principal Fund	\$0.86	\$0.86	US Bank Mmkt 5 -Ct	\$0.86
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	\$6.88	\$6.88	Cash Mgmt-1st Am Treasury	\$0.00
Interest fund	\$0.01	\$0.01	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$225,829.46	\$225,829.46	Cash Mgmt-1st Am Treasury	\$1.15
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	\$0.09	\$0.09	Cash Mgmt-1st Am Govt Oblig	\$0.00
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	\$2,142,223.73	\$2,142,223.73	Cash Mgmt-1st Am Govt Oblig	\$10.89
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	\$0.17	\$0.17	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$0.25	\$0.25	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.05	\$0.05	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,102,936.97	\$1,102,936.97	Cash Mgmt-1st Am Govt Oblig	\$5.61
Proceeds Fund	\$0.20	\$0.20	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2019

Special Tax Fund	\$0.06	\$0.06	Cash Mgmt-1st Am Govt Oblig	\$0.00
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	\$1,498,500.30	\$1,498,500.30	Cash Mgmt-1st Am Govt Oblig	\$7.62
Capitalized Interest Fund	\$150,103.80	\$150,103.80	Cash Mgmt-1st Am Govt Oblig	\$0.76
Proceeds Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Water Revenue Bonds 2011

Revenue Fund	\$27.38	\$27.38	US Bank Mmkt 5 -Ct	\$0.00
Interest Fund	\$0.19	\$0.19	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.17	\$0.17	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$1,324,400.00	\$1,324,400.00	US Bank Mmkt 5 -Ct	\$5.62
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	\$138,780.08	\$138,780.08	US Bank Mmkt 5 -Ct	\$0.59

ARRA 2011

Payment Fund	\$1,188,362.43	\$1,188,362.43	Cash Mgmt-1st Am Govt Oblig	\$5.44
Reserve fund	\$386,718.49	\$386,718.49	Cash Mgmt-1st Am Govt Oblig	\$1.91

TOTAL	\$8,157,897.38			
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: August 17, 2021
ITEM #: F.6
SUBJECT: Police Department Quarterly Status Report for the period of April 2021 through June 2021.

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for April 2021 through June 2021.

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 now 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 April 2021 through June 2021.

Prepared By: Trista Kennedy, Executive Assistant

Reviewed By: Derrek Kaff, Chief of Police

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

1. Police Department Quarterly Status Report for April 2021 through June 2021

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

APRIL - JUNE 2021



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

APRIL - JUNE 2021

PERSONNEL	BUDGETED	FILLED
Sworn	68	68
Non-Sworn (FTE)	15	12
Non-Sworn (PT / Temp.)	8	8
Total	91	88

During the 2nd quarter, the Police Department had Officer Erik Medina complete the field training program. We welcomed four new employees during this quarter, Officer Kayla Schweitzer, Officer Sierra Brewer, Records Specialist Alexa Ocegueda and part-time Records Specialist Maria Roa. We also welcomed a new Mental Health Clinician II, Madilyn Louis.



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.

CRIME CATEGORY	APR.	MAY	JUN.	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL	2021 YTD	2020 YTD
Homicide	0	1	1	2	0	2	1
Rape	1	1	2	4	3	8	5
Robbery	6	2	5	13	6	22	21
Aggravated Assaults	15	14	12	41	46	94	80
Simple Assaults	22	37	28	87	72	196	217
Burglary	29	20	24	73	59	146	118
Larceny/ Thefts	57	58	67	182	203	429	532
Motor Vehicle Theft	6	16	21	43	48	108	95
Arson	3	3	0	6	0	8	16
TOTAL	139	152	160	451	437	1,013	1,085

During this quarter, the police department made approximately 693 total adult arrests. Of the 693 arrests, 19.91% of the persons arrested reported they were transients.

REPORTS

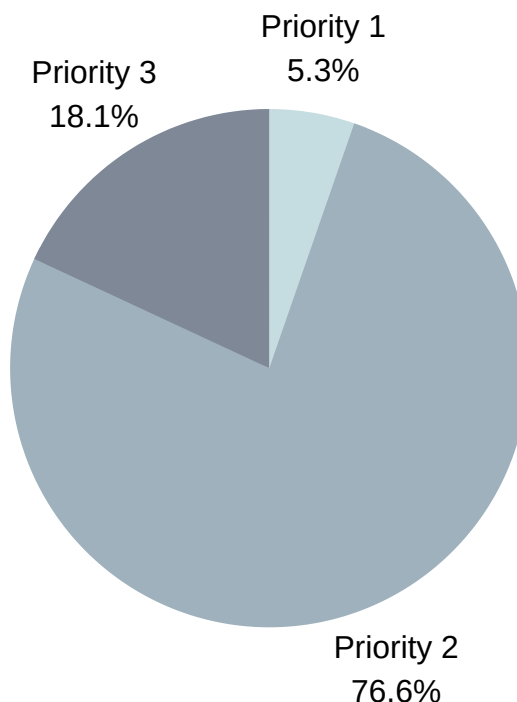
	APR.	MAY	JUN.	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL	2021 YTD	2020 YTD
Incident Reports (includes online reports)	515	488	401	1,404	1,187	2,929	3,071
Mail-in Reports (MLRs)	72	51	42	165	135	307	356
TOTAL	587	539	443	1,569	1,322	3,236	3,427

PATROL BUREAU

RESPONSE TIMES

	APR.	MAY	JUN.	2ND QTR. TOTAL	PREVIOUS QTR. AVERAGE	2020 2ND QTR. AVERAGE
Priority 1	7:46	8:47	7:44	8:06	7:48	8:16
Priority 2	11:25	12:16	14:42	12:48	11:40	12:48
Priority 3	17:12	17:54	23:21	19:29	17:07	16:52

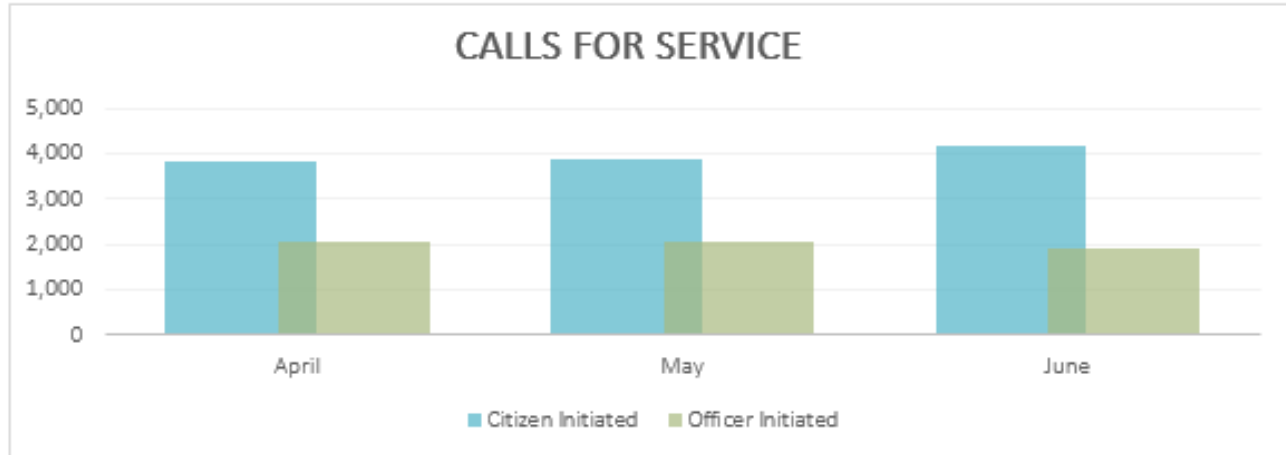
2ND QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

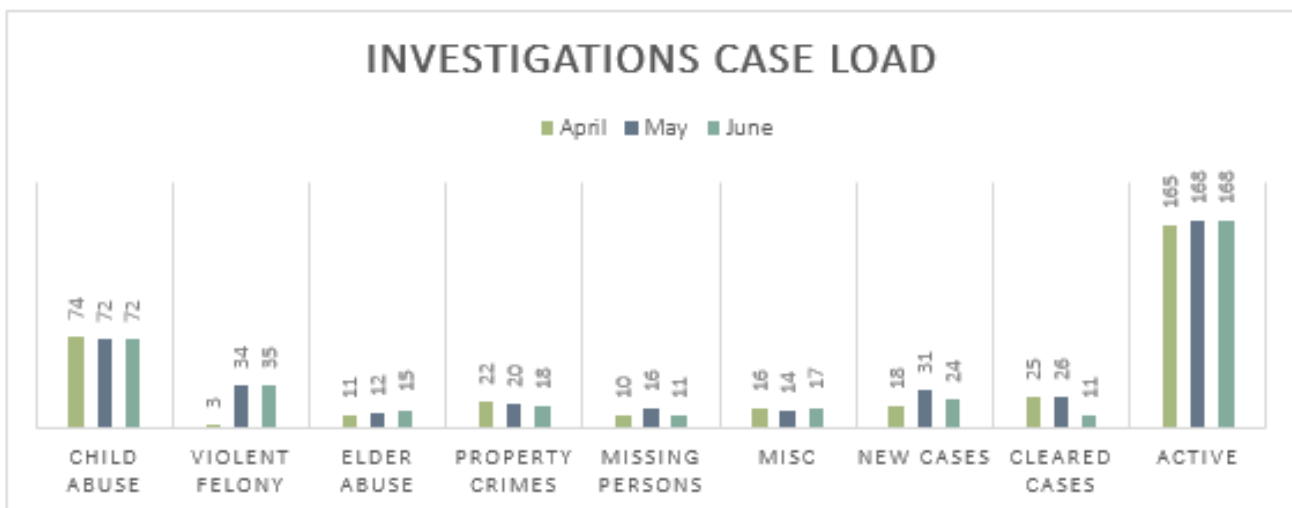
CALLS FOR SERVICE	APR.	MAY	JUN.	TOTAL	PREVIOUS QTR. AVERAGE	2020 2ND QTR. AVERAGE
Priority 1	84	75	88	247	188	246
Priority 2	1,136	1,156	1,265	3,557	3,081	3,456
Priority 3	262	282	295	839	810	692
All other calls for service	4,778	4,951	4,831	14,560	13,403	11,926
TOTAL	6,260	6,464	6,479	19,203	17,482	16,320

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

	APR.	MAY	JUN.
TOTAL REGISTRANTS	146	151	144
Total transient registrants	20	22	20
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	0	0	3

290 REGISTRANTS



PROPERTY AND EVIDENCE

	APR. - JUN. 2021	PREVIOUS QTR. TOTAL
Evidence Processed	1,388	1,386
Items Purged	343	1,276
Property for Safekeeping	140	140
Found Property	65	104
Property Returned to Owner	110	105

INVESTIGATIONS BUREAU

GANG TASK FORCE

The Gang Task Force (GTF) has continued proactive and directed enforcement patrols and has made numerous arrests including several arrests for weapons violations, narcotics violations and warrants. GTF has also conducted numerous Probation/Parole searches throughout the City of Woodland. As a result of these efforts, along with continued investigations, the GTF has recovered 17 firearms.

The Gang Task Force conducted investigations on several cases including a murder from 2019 and three recent attempted murders. In the 2019 shooting, three victims were shot resulting in the murder of a juvenile. GTF conducted several operations and arrested two adult gang members. The suspects were arrested and booked on numerous charges including murder, attempted murder, enhancements for criminal street gang activity and weapons violations.

The Gang Task Force also investigated an attempted murder in which a male juvenile was shot. During the investigation, five search warrants were served and five firearms were recovered resulting in the arrest of another suspect for numerous weapons violations.

Another case involved a drive-by shooting in which three suspects, one juvenile and two adults were arrested. This case lead to the recovery of four firearms.

GTF members continue to assist as part-time agents with the FBI Safe Streets Task Force (SSTF). GTF members have also assisted Detectives with several cases including a string of ATM robberies, an attempted murder at Freeman Park and a recent murder at the Quality Inn & Suites.

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.

COMMUNITY RELATIONS BUREAU

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

TRAFFIC UNIT

The Traffic Unit is comprised of one motor Sergeant, three motor officers and two part-time parking enforcement officers.

The Traffic Unit had the following activity for the 2nd quarter of 2021:

	APR. - JUN. 2021	PREVIOUS QTR. TOTAL
Assisted with traffic collisions	21	125
Traffic enforcement stops	815	2,756
Parking citations issued	639	639
Abandoned vehicle complaints	400	300
Abandoned vehicles towed	62	49

During the 2nd Quarter, the Woodland Police Department Traffic Unit conducted the following OTS Grant Traffic Enforcement Details:

- One Primary Collision Factor enforcement details
- Two DUI saturation details
- One distracted driving enforcement detail
- One bicycle / pedestrian enforcement detail

** Activity for the Traffic Unit for the first quarter report showed collisions and stops by all officers. This report for the second quarter shows actual collisions investigated by the unit and enforcement stops by the unit.*

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

The Woodland Police Department instructors have completed the school year by teaching all 4th grade classes in the district. They also completed the classes for students who choose to attend online. The 7th grade program did not occur due to the late start of school and COVID restrictions

COMMUNITY RELATIONS BUREAU

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. The SRO's have taken on mentorship roles with some students. The relationships between the students and SRO's have provided mental health assistance, assistance in graduating, and obtaining food and clothing. As we approached the summer, the SRO's planned for and started the P.A.L. summer program for over 30 children.

The SROs had the following activity for the 2nd quarter of 2021:

	APR.	MAY	JUN.	TOTAL	PREVIOUS QTR. TOTAL
Consensual Contact	2,924	2,414	1,167	6,505	1,496
Fighting	7	12	2	21	2
Other felony crimes	0	1	0	1	0
Administrative / Home visits	140	133	16	289	406
Overall Total	3,071	2,560	1,185	6,816	1,914

VOLUNTEERS IN POLICING PROGRAM

The Department's ViP program consists of 42 Volunteers and 6 Chaplains. The ViPs and Chaplains contributed 560.4 hours for the 2nd quarter for a total of 795.35 hours for 2021. The total hours for this quarter are:

VIP HOURS	APR.	MAY	JUN.	TOTAL
Chaplains	17	21	24	62
Volunteers	174.5	167.9	156	498.4

The volunteer program currently has 42 active volunteers. We had no new volunteers join the program and no volunteers resign during this quarter. We were finally able to host in person meetings and trainings in both May and June. In May, some of the volunteers participated in a 4-hour patrol training that allowed us to add 11 more volunteers to patrol duty. Those volunteers know the expectations of all the patrol tasks and most importantly how to remain safe while volunteering. We also jumped right back into supporting with events. Between April 14 and June 17 the volunteers assisted with 7 events including drug take back day and farmers markets.

COMMUNITY RELATIONS BUREAU

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. We continued to post on the Facebook page, UNIDOS – Woodland PD en Español, to keep the community informed and are hoping to attain more followers in the future.

The UNIDOS program is also preparing for an upcoming in-person event, “Paletas con la Policía”, on July 14 at Casa Del Sol (709 East St). The goal is to have several of these events in different areas of Woodland to continue to build relationships with our Spanish speakers.

EXPLORERS

Recruitment has begun for the Explorer program since the state re-opened June 15, 2021. We are hosting a meet and greet with Explorer applicants and their families on July 20, 2021 and the 24th at the Police Department. The current Explorers will be meeting on July 21, 2021 to begin training with the Explorer advisors on a bi-weekly basis and assist with city events. Our new recruits will attending bi-weekly training / meetings starting September 1, 2021 once their application, interview and backgrounds checks are complete.

Four of our current Explorers graduated from local high schools this year.

COMMUNITY RELATIONS BUREAU

HOMELESS OUTREACH STREET TEAM

HOST has been working on Everman Park and Ralph Harris Park extensively. They have towed vehicles, cited people, made arrests and cleaned up trash. Their presence and coordination with other programs have helped reduce some of the activity.

HOST has been working along Hays St regarding an increase in crimes and homeless problems.

HOST has been working with Yolo County Sheriff Department to share information and resources regarding the camps across the street from the Community Center, on N West St by Denny's, and to the east of the edge of town.

HOST is working with Code Enforcement to create a partnership with the businesses in the area of Home Depot to work together on keeping the weeds down, graffiti cleaned up, vehicles towed out of the lot and homeless camps removed.

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

	APR. - JUN. 2021	PREVIOUS QTR. TOTAL
Contacts	1,041	1,116
Camps	270	334
Camps cleaned	128	151
Services offered/accepted	422 / 56	392 / 64
Business contacts	122	129
Arrests	77	80
Downtown Patrols	283	289

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.

	APR. - JUN. 2021	PREVIOUS QTR. TOTAL
Reports processed	1,687	1,221
Citations entered	2,004	121
Traffic collisions	154	0
Warrants	379	601

The Records Division has been experiencing staffing shortages due to vacancies. Additionally, the new hire Records Specialist training takes time to complete. Once our new Records Specialists are trained, we will be expanding our lobby hours.





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.7
SUBJECT: FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, (1) authorizing the Police Chief to accept the FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$67,000 and (2) authorizing the City Manager to appropriate \$67,000 in the OTS STEP Grant program budget in the State Grants Fund (325).

Staff Contact

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

Council Goal

This recommendation is consistent with the Council's goals of 1) improving Woodland's quality of life by ensuring the highest level of public safety by conducting effective traffic enforcement operations; 2) strengthening public safety and infrastructure by pursuing relevant and necessary training and procuring needed equipment and 3) enhancing governance and fiscal responsibility by pursuing supplemental sources of funding for special operations and equipment through grants.

Fiscal Impact

The OTS STEP grant will reimburse personnel overtime costs (total estimated at \$58,573) associated with the identified traffic enforcement operations; associated training costs (\$2,001) and the purchase of two LIDARS (\$6,426). There is no funding match required from the City.

Background

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

Discussion

The Police Department continues to be challenged with the rise in traffic related issues, including serious moving violations, driving under the influence incidents, and bicycle/pedestrian accidents. The General Fund is insufficient to fund the staffing and equipment the Department needs to address these traffic related issues. This grant provides a 100% reimbursement on the costs associated with staffing and equipment and would provide the Police Department with funds to focus on operations specifically tailored to address serious moving violations, driving under the influence, and bicycle/pedestrian safety. Specifically, the grant will allow the Department to purchase two LIDAR (similar to radar) units to assist in speed enforcement.

To complement the enforcement efforts associated with the STEP grant, the Police Department and Engineering staff continue to work together on citywide, and neighborhood speed management. Included is an identification of opportunities to improve coordination between workgroups to share information efficiently on complaints received by the two departments. We have coordinated on the utilization of volunteers to monitor and show presence in neighborhoods where speed complaints are common, and have been performing concentrated enforcement in areas identified as priorities between the two work groups.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, (1) authorizing the Police Chief to accept

the FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$67,000 and (2) authorizing the City Manager to appropriate \$67,000 in the OTS STEP Grant program budget in the State Grants Fund (325).

Prepared by: Sgt. Ted Ruiz, Special Field Operations
Elle Murphy, Senior Management Analyst

Reviewed by: Lt. Tom Davis, Community Relations
Anthony Cucchi, Deputy Chief

Approved by: Derrek Kaff, Police Chief



Ken Hiatt
City Manager

Attachments:

1. Resolution - FY22 OTS STEP Grant 2021-08-17

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AUTHORIZING THE POLICE CHIEF TO ACCEPT THE FY22 OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) IN THE AMOUNT OF \$67,000, AND (2) AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$67,000 IN THE OTS STEP PROGRAM BUDGET IN THE STATE GRATS FUND (325)

WHEREAS, the 2022 Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety is designed to advance traffic safety by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide.; and

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

WHEREAS, the Police Department was successfully awarded \$67,000 in total reimbursement for personnel overtime, training and equipment costs as requested in the grant application; and

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

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

SECTION 1. That the City Council hereby authorizes the Police Chief to accept the FY22 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$67,000 and

SECTION 2. That the City Council hereby authorizes the City Manager to appropriate \$67,000 in the OTS STEP Grant program budget in the State Grants Fund (325).

PASSED AND ADOPTED by the City Council this 17th day of August 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.8
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Contract Amendment #15 with Wood Rodgers for Consulting Services.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #15 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Staff Contact:

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

Fiscal Impact:

Wood Rodgers has been involved in the City's flood protection and storm water management efforts for several years including development of flood protection alternatives and hydraulic modeling. Approval of amendment #15 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$1,692,554. The amendment covers Wood Rodgers' services through the attached scope of work. A portion of the work included in this scope is cost shared with the California Department of Water Resources – Urban Flood Risk Reduction Grant for the respective work tasks.

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 \$700,000 in funding that is 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 has been completed with the signing of the Chief's Report on June 21, 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.

Discussion:

With the completion of the Lower Cache Creek Feasibility Study, there are certain tasks that the City will need Wood Rodgers' assistance on in order to advance the Project. An initial task included in this amendment involves preparing a hydraulic model of the earlier 2003 feasibility study and comparing the differences with the Project's hydraulic model. A portion of the cost of this work would be included in coverage from the UFRR grant.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #15 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer / CDD Director

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
2. Amendment #15 Scope of Work

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #15 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

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

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

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

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the Woodland Flood Risk Reduction Project; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$75,000 to cover the additional scope of work. The current contract amount is \$1,617,554. With this amendment, the new contract amount is \$1,692,554; and

WHEREAS, a portion of the cost of this work is included in the Urban Flood Risk Reduction Grant for the Lower Cache Creek Feasibility Study; and

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

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

Section 1. The City Council hereby approves the Amendment with Wood Rodgers in the amount of \$75,000 for a total contract amount of \$1,692,554. 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 for Design 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 this 20th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



July 6, 2021

Mr. Tim Busch, P.E.
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Busch,

Subject: City of Woodland, Lower Cache Creek Feasibility Study, Request for Supplemental Budget Authorization

The City of Woodland (City), with the US Army Corps of Engineers (USACE), is engaged in the Lower Cache Creek Feasibility Study (LCCFS) to address flooding from Cache Creek in the City of Woodland, California. Wood Rodgers has been assisting this effort by preparing various analyses as directed by the City, including alternatives development and documentation and support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) efforts.

By way of this letter, Wood Rodgers is requesting a budget augmentation in the amount of \$75,000 to supplement its existing budget in providing Work-In-Kind services to the USACE on behalf of the City. This additional work will be performed on a Time-and-Materials basis not to exceed the authorized amount without written consent of the City. If you are in concurrence with this budget augmentation request, please issue a contract amendment at your earliest convenience. Wood Rodgers appreciates the opportunity to be of continued support to the City on the LCCFS.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E.
Vice President

J:\Jobs\8303\8303.032 LCCFS_Altis_2A_2B_2C\Civil\Docs\Proposals\20200813_Budget_Augm



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.9
SUBJECT: Fire Department Quarterly Status Report for the period of April 2021 - June 2021

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2021 through June 2021.

Staff Contact:

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

Background:

The Fire 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 now receives status reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2021 through June 2021.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

1. Quarterly Report- Apr-Jun 2021



QUARTERLY REPORT

APRIL 1-JUNE 30, 2021

Total Calls for Service

2,312

Average Response Time

5:02

Automatic
Aid

Aid Received

46

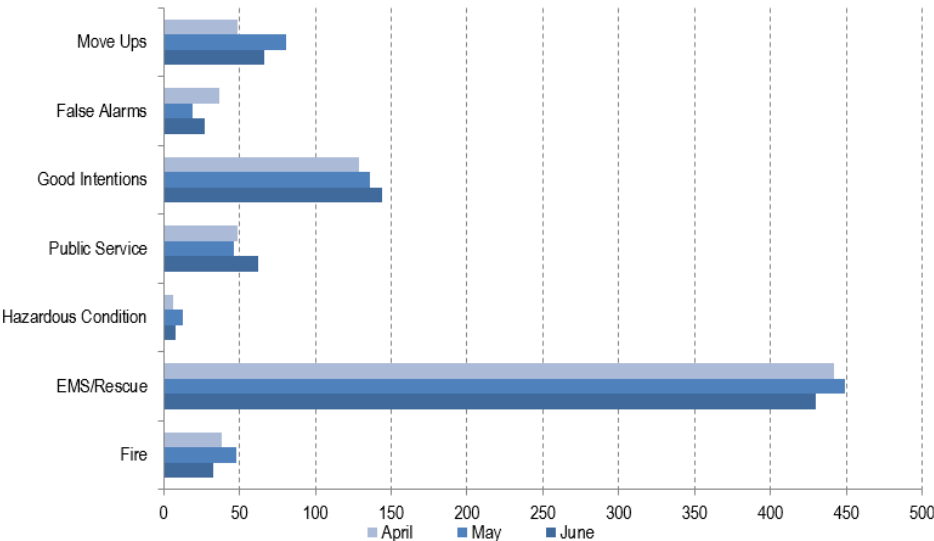
Aid Given

64

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request.

What types of calls did we run?

Calls for Service Apr-Jun 2021



*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

63%

Goal:
4 minutes 90% of the time

Average: 4:56

FIRE- OTHER

49%

Goal:
4 minutes 90% of the time

Average: 6:00

FULL FIRST ALARM

33%

Goal:
8 minutes 90% of the time

Average: 8:03

EMS

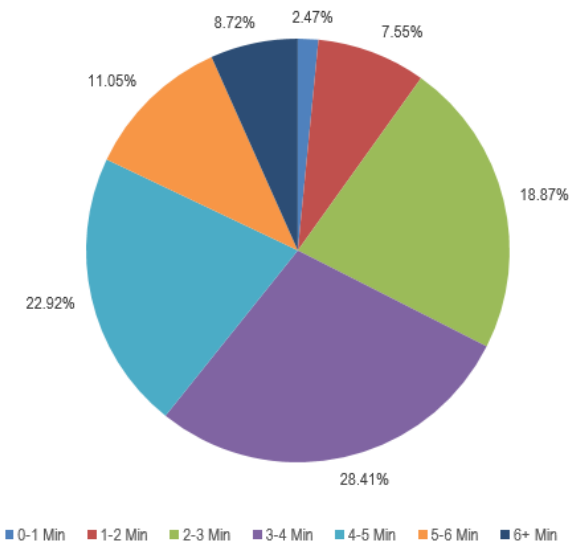
59%

Goal:
4 minutes 90% of the time

Average: 5:46

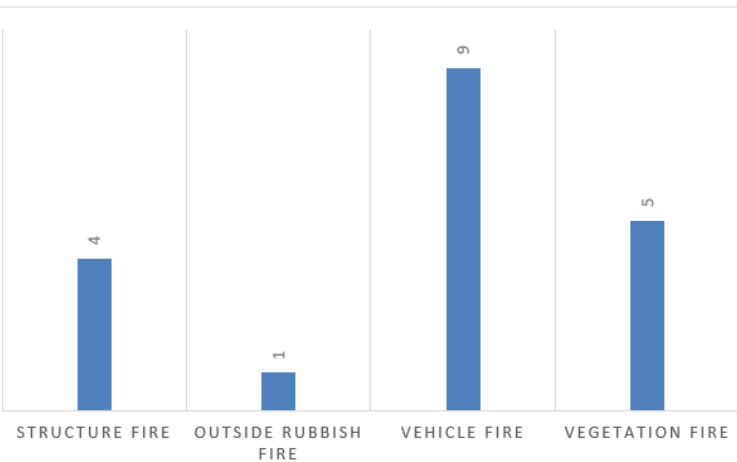
Priority Calls

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



Arson Fires

January-March 2021

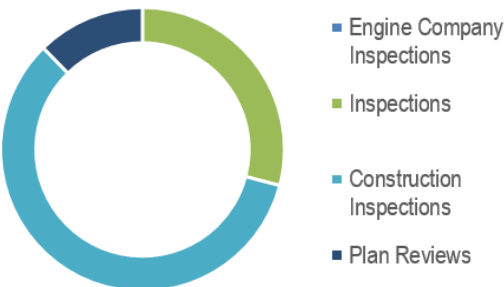


COMMUNITY RISK REDUCTION

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.

Inspection & Plan Review

January-March 2021



Engine Co Inspections suspended due to COVID19



Code Enforcement Hours

11



Public Education Outreach Hours

7

(socially distanced)



Fire Investigations Conducted

65



Emergency Management Hours

36

Page 93

Total Inspections Completed

413

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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.10
SUBJECT: California Department of Resources Recycling and Recovery (CalRecycle)
Grant Applications

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any grants for which the City is eligible for a period of 5 years.

Staff Contact:

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

Fiscal Impact:

There is no cost associated with the action. Any grant monies acquired from CalRecycle would be used to augment Solid Waste and Recycling budgets and programs.

Discussion:

CalRecycle payment program procedures require that an applicant's governing body declare by resolution: (1) authorization for submittal of an application for all CalRecycle grant(s) for which the applicant is eligible; (2) designation of the job title of the person authorized as the signature authority for all grant-related documents; and (3) the period during which the authorization is valid. CalRecycle encourages governing bodies to provide authorization for up to 5 years.

Environmental Services staff anticipates applying for upcoming CalRecycle grants, including the Legacy Disposal Site Abatement Partial Grant, Greenhouse Gas Reduction Grant, and/or Beverage Container Recycling Grants when they become available in the next year or two.

The Environmental Services division moved to the Community Development Department (CDD) on July 1, 2020. The previous resolution authorizing grant applications expired in 2018 and gave signature authority to the Public Works Director. This resolution will authorize the CDD Director, or his/her designee, to execute all necessary forms on behalf of the City of Woodland from August 17, 2021 to August 16, 2026.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any grants for which the City is eligible for a period of 5 years.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

Reviewed by: Brent Meyer, Director of Community Development

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. 2021 08-17 Resolution - CalRecycle Grant Application Authorization

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING SUBMITTAL OF APPLICATION(S)
FOR ALL CALRECYCLE GRANTS
FOR WHICH THE CITY OF WOODLAND IS ELIGIBLE**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

Section 1. The City Council of the City of Woodland authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Woodland is eligible; and

Section 2. The Community Development Department Director, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Woodland all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

Section 3. That these authorizations are effective for five (5) years from the date of adoption of this resolution, from August 17, 2021 to August 16, 2026.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council on the 17th day of August 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: August 17, 2021
ITEM #: F.11
SUBJECT: Approval of a Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement for the Parkland Avenue Extension Project in Association with the Spring Lake Central Development

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for the Parkland Avenue Extension Project and other SLIF infrastructure installed by the Spring Lake Central Phase 3 development, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Staff Contact:

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

Fiscal Impact:

The SLIF Reimbursement Agreement does not obligate the City to pay out any funds that are generated by means other than the Spring Lake Infrastructure Fee program. This agreement does not have an impact to the General Fund.

Background:

The City and Reynen & Bardis Communities entered into a Development Agreement on March 6, 2007. Woodland Spring Lake Partners, L.P. subsequently became the successor to Reynen & Bardis Communities. The City and Woodland Spring Lake Partners, L.P. entered into the First Amendment to the Development Agreement on or around May 19, 2015. The Development Agreement and the First Amendment, include the approval of Tentative Map (TM) 5027, commonly referred to as Spring Lake Central, which allows the development of approximately 379 lots.

The five phased single-family subdivisions identified in TM 5027 require a significant amount of offsite backbone infrastructure public improvements. These improvements include the extension of Parkland Avenue and oversizing of infrastructure in Harry Lorenzo Avenue (the Improvements).

Discussion:

The Development Agreement, as amended, includes Condition 85, which requires full width improvements to Parkland Avenue, from Pioneer Avenue to Harry Lorenzo Avenue, to be completed in accordance with the approved phasing plan. Final Subdivision Map 5106 for Spring Lake Central Phase 3 was approved by City Council on March 16, 2021 and triggers the requirement for the offsite improvements to Parkland Avenue. The Developer is requesting execution of the agreement to reimburse for work necessary to satisfy Condition 85 through the Spring Lake Infrastructure Fund.

To accommodate multiple private property land sale terms, the City will enter into a SLIF Reimbursement Agreement with a 3rd party Master Developer (Woodland Parcel 4 LP) responsible for construction of said improvements. The 3rd party master developer has constructed over 4 million dollars of improvements identified in the SLIF Capital Improvement Program.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1)

approving the SLIF Reimbursement Agreement for the Parkland Avenue Extension Project and other SLIF infrastructure installed by the Spring Lake Central Phase 3 development, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Prepared By: Ed Wisniewski, Senior Civil Engineer

Reviewed By: Brent Meyer, 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
2. SLIF Reimbursement Agreement
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A SLIF REIMBURSEMENT WITH AGREEMENT WITH WOODLAND
PARCEL FOUR LP., A CALIFORNIA LIMITED PARTNERSHIP AND ASSOCIATED
WITH SPRING LAKE SPECIFIC PLAN IMPROVEMENTS: PARKLAND AVENUE
EXTENSION AND SPRING LAKE CENTRAL, PHASE 3**

WHEREAS, on May 19th 2015, the City Council approved Tentative Map 5027 “Spring Lake Central ” and the related Development Agreement; and

WHEREAS, Woodland Parcel Four LP has entered into agreements to construct backbone improvements to support subdivisions identified in Tentative Map 5027; and

WHEREAS, over \$4 million of these backbone improvements are included in the SLIF Capital Improvement Program and are identified as the “Parkland Extension Project” and infrastructure oversizing in Harry Lorenzo Avenue for Spring Lake Central – Phase 3; and

WHEREAS, Woodland Parcel Four LP, completed and entered into to a SLIF Reimbursement Agreement for improvements identified in the Development Agreement;

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Woodland, hereby:

Section 1. Approves the SLIF Reimbursement Agreement with Woodland Parcel Four LP., a California Limited Partnership and authorizes the City Manager to sign on behalf of the City, and

Section 2. Authorizes the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$407,340 (10%).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Recording Requested by
and when recorded return to:

City of Woodland
Attn: Finance Director
300 First Street
Woodland, CA 95695

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS:
PORTIONS OF PARKLAND AVENUE EXTENSION AND SPRING LAKE CENTRAL
PHASE 3 WITH WOODLAND PARCEL FOUR L.P., A CALIFORNIA LIMITED
PARTNERSHIP**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2021 (“Effective Date”) by and between Woodland Parcel Four, L.P., a California limited partnership, with its principal office located at 940 Emmett Avenue, Suite 200, Belmont, CA 94002 (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City (“Improvements”), as required by City.

2.2 City and Developer (through Developer’s predecessor in interest, Woodland Spring Lake Partners, L.P., a California limited partnership, whose rights and obligations with regard to the Improvements have been assigned to Developer) are parties to a Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area (“Reimbursement Agreement”), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit “A,” attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Four Million Seventy-Three Thousand Three Hundred Ninety-Nine Dollars (\$4,073,399) (“Purchase Price”),

which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A," Based on Engineer's Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 **Prevailing Wages.** Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 **Documentation of Costs.** Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 **Grant of Easements.** Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 **Title.** Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or

grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Woodland Parcel Four, LP
940 Emmett Avenue, Suite 200
Belmont, CA 94002
Attn: Mark Sanchez
With a copy to
John D Reynan Construction Co. Inc
Attn: Les Hock
10630 Mather Blvd
Sacramento, CA 95655

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action

or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

By: _____
Ken Hiatt, City Manager

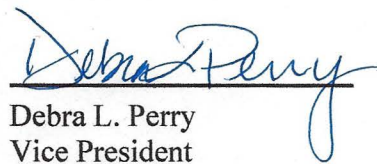
ATTEST:

Ana Gonzalez, City Clerk

**WOODLAND PARCEL FOUR, L.P.,
A California Limited partnership**

By: Delaware Retail Control, LLC,
A Delaware limited liability company,
its general partner

By: VPI 2004, Inc.,
a California corporation,
its manager

By: 
Debra L. Perry
Vice President

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

	SCHEDULE					
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	NOTES
1	Road and Utilities	LS		\$2,387,064	SLIF CREDITS	
2	Landscaping	LS		\$320,625	SLIF CREDITS	
3	Masonry	LS		\$351,260	SLIF CREDITS	
4	Lighting and Electrical	LS		\$226,050	SLIF CREDITS	
	Sub Total			\$3,284,999		
	Overhead, Engineering, CM staking, inspection Etc. fixed at 24%	LS		\$788,400	SLIF CREDITS	
	TOTAL			\$4,073,399		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
 PROJECT: SPRING LAKE CENTRAL - PARKLAND AVENUE EXTENSION
 BASED ON: CIVIL IMPROVEMENT PLANS - BID SET - DATED JANUARY 2020
 PREPARED BY: MP
 REVISED: 05-05-2020

OFFSITE SUMMARY

	SUB-TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO ADJACENT DEVELOPER REIMBURSEMENT	NET DEVELOPER COST
A. PARKLAND AVENUE	\$3,100,600	\$3,100,600	\$0	\$0	\$0
<i>OFFSITE SUB-TOTAL:</i>	<i>\$3,100,600</i>	<i>\$3,100,600</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>24% OVERHEAD</i>	<i>\$744,144</i>	<i>\$744,144</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
OFFSITE TOTAL COST:	\$3,844,740	\$3,844,740	\$0	\$0	\$0

NOTES:

(1) This opinion of probable cost was based on the improvement plans for the Parkland Avenue Extension dated January 2020 (For Bid)

(2) Additional Notes:

- A. In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- B. This opinion of costs assumes that all the civil improvements for each phase are to be constructed in one phase. If the project is built out in additional multiple sub-phases, additional costs may be incurred. Costs also assume competitive bidding.
- C. This opinion of costs **DOES NOT** include costs for the following items:
- D. i. Undergrounding or relocation of existing overhead utility lines (except as noted.)
 - ii. Permits or other City Fees
 - iii. Any costs related to environmental assessment of the mitigation of any contamination, endangered species or archeological resources.
 - iv. Costs for land, financing, bonds and easements.
 - v. Costs associated with coordination with other contractors working within the Spring Lake area (e.g. offsite storm drainage, water well(s), intract improvements, etc.)
- E. Unit costs are 2020 basis.
- F. This opinion assumes payment of prevailing wages.
- G. 24% Overhead includes soft costs (enrg, landscape design, construction management, staking, inspection, temp fencing, soils testing.)



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: SPRING LAKE CENTRAL - PARKLAND AVENUE EXTENSION
BASED ON: CIVIL IMPROVEMENT PLANS - BID SET - DATED JANUARY 2020
PREPARED BY: MP
REVISED: 05-05-2020

PARKLAND AVENUE EXTENSION

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I. GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	3.30	AC	\$5,125.00	\$16,913	\$16,913	\$0
2.	EXCAVATION TO SUBGRADE	3,901	CY	\$15.00	\$58,515	\$58,515	\$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	71,800	SF	\$0.70	\$50,260	\$50,260	\$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	18,925	SF	\$0.75	\$14,194	\$14,194	\$0
5.	FINE GRADING LANDSCAPED AREAS	47,500	SF	\$0.15	\$7,125	\$7,125	\$0
6.	BERM	591	CY	\$19.00	\$11,229	\$11,229	\$0
7.	EROSION CONTROL	3.30	AC	\$4,800.00	\$15,840	\$15,840	\$0
GRADING & EROSION CONTROL SUB-TOTAL					\$174,075	\$174,075	\$0
II. STREET WORK & CONCRETE							
8.	7" AC PAVEMENT	62,993	SF	\$4.85	\$305,516	\$305,516	\$0
9.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	69,066	SF	\$4.90	\$338,423	\$338,423	\$0
10.	REINFORCED CONCRETE PATH	18,925	SF	\$12.00	\$227,100	\$227,100	\$0
11.	SIGNAGE AND STRIPING	1	LS	\$42,330.00	\$42,330	\$42,330	\$0
12.	CURB & GUTTER	2,061	LF	\$29.00	\$59,769	\$59,769	\$0
13.	MEDIAN CURB	1,829	LF	\$18.00	\$32,922	\$32,922	\$0
14.	STAMPED CONCRETE/ENHANCED CROSSWALK	919	SF	\$32.00	\$29,408	\$29,408	\$0
15.	STAMPED CONCRETE (Median)	1,826	SF	\$31.00	\$56,606	\$56,606	\$0
16.	SURVEY MONUMENTS	1	EA	\$1,400.00	\$1,400	\$1,400	\$0
17.	PEDESTRIAN RAMPS (incl. detectable warnings)	3	EA	\$4,050.00	\$12,150	\$12,150	\$0
18.	CONCRETE BARRIER FENCE	24	LF	\$166.65	\$4,000	\$4,000	\$0
19.	BOLLARDS (FIXED)	1	EA	\$1,200.00	\$1,200	\$1,200	\$0
20.	BOLLARDS (REMOVABLE)	1	EA	\$1,200.00	\$1,200	\$1,200	\$0
21.	EXPOSED AGGREGATE CONCRETE	150	SF	\$27.00	\$4,050	\$4,050	\$0
22.	REMOVE EXISTING AC	29,500	SF	\$1.15	\$33,925	\$33,925	\$0
23.	2" EDGE GRIND	1,170	SF	\$2.00	\$2,340	\$2,340	\$0
STREET WORK & CONCRETE SUB-TOTAL					\$1,152,339	\$1,152,339	\$0
III. STORM DRAINAGE							
24.	18" RCP STORM DRAIN	255	LF	\$112.00	\$28,560	\$28,560	\$0
25.	48" RCP STORM DRAIN	779	LF	\$297.00	\$231,363	\$231,363	\$0
26.	60" RCP STORM DRAIN	68	LF	\$424.00	\$28,832	\$28,832	\$0
27.	TYPE II SD MANHOLE	5	EA	\$8,425.00	\$42,125	\$42,125	\$0
28.	SEDIMENTATION BASIN	1	EA	\$7,450.00	\$7,450	\$7,450	\$0
29.	CONNECT TO EXISTING	1	EA	\$6,500.00	\$6,500	\$6,500	\$0
30.	CURB INLET MANHOLE (Type I MH base)	2	EA	\$6,450.00	\$12,900	\$12,900	\$0
31.	CURB INLET	2	EA	\$3,675.00	\$7,350	\$7,350	\$0
STORM DRAINAGE SUB-TOTAL					\$365,080	\$365,080	\$0
IV. WATER SYSTEM							
32.	12" WATER MAIN (Including Fittings)	1,140	LF	\$78.00	\$88,920	\$88,920	\$0
34.	4" WATER MAIN (Including Fittings)	60	LF	\$58.50	\$3,510	\$3,510	\$0
33.	8" RECLAIMED WATER MAIN (Including Fittings)	187	LF	\$58.00	\$10,846	\$10,846	\$0
35.	WATER BLOWOFF	5	EA	\$2,775.00	\$13,875	\$13,875	\$0
36.	12" GATE VALVE	5	EA	\$3,275.00	\$16,375	\$16,375	\$0
37.	CONNECT TO EXISTING	1	EA	\$4,600.00	\$4,600	\$4,600	\$0
38.	FIRE HYDRANT AND ASSEMBLY	4	EA	\$11,000.00	\$44,000	\$44,000	\$0
39.	4" SCHEDULE 40 IRRIGATION SLEEVES	620	LF	\$21.00	\$13,020	\$13,020	\$0
40.	6" SCHEDULE 40 IRRIGATION SLEEVES	176	LF	\$27.40	\$4,822	\$4,822	\$0
WATER SYSTEM SUB-TOTAL					\$199,968	\$199,968	\$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
V.	<u>DRY UTILITIES</u>						
41	JOINT TRENCH	1,152	LF	\$95.00	\$109,440	\$109,440	\$0
42	GAS	1	LS	\$32,200.00	\$32,200	\$32,200	\$0
43	ELECTRICAL	1	LS	\$22,860.00	\$22,860	\$22,860	\$0
44	BROADBAND	1	LS	\$1,158.00	\$1,158	\$1,158	\$0
45	RELOCATE PG&E POWER POLES ALONG HLA	1	LS	\$145,543.00	\$145,543	\$145,543	\$0
	DRY UTILITIES SUB-TOTAL				\$311,201	\$311,201	\$0
VI.	<u>TRAFFIC SIGNAL AND STREET LIGHTING</u>						
44	TRAFFIC SIGNAL POLES AND CONDUIT	1	LS	\$170,600.00	\$170,600	\$170,600	\$0
45	TRAFFIC SIGNAL LIGHTS	2	EA	\$225.00	\$450	\$450	\$0
46	STREET LIGHTS (Including wire, poles, pedestals)	4	EA	\$13,750.00	\$55,000	\$55,000	\$0
	TRAFFIC SIGNAL AND STREET LIGHTING SUB-TOTAL				\$226,050	\$226,050	\$0
VII.	<u>LANDSCAPE</u>						
47	PROTO II CMU WALL WITH PILASTERS (w/coating)	910	LF	\$386.00	\$351,260	\$351,260	\$0
48	PLANTING AND IRRIGATION	47,500	SF	\$6.75	\$320,625	\$320,625	\$0
	LANDSCAPE SUB-TOTAL				\$671,885	\$671,885	\$0
	<u>SUMMARY</u>						
	I. GRADING & EROSION CONTROL				\$174,075	\$174,075	\$0
	II. STREET WORK & CONCRETE				\$1,152,339	\$1,152,339	\$0
	III. STORM DRAINAGE				\$365,080	\$365,080	\$0
	IV. WATER SYSTEM				\$199,968	\$199,968	\$0
	V. DRY UTILITIES				\$311,201	\$311,201	\$0
	VI. TRAFFIC SIGNAL AND STREET LIGHTING				\$226,050	\$226,050	\$0
	VII. LANDSCAPE				\$671,885	\$671,885	\$0
	TOTAL PARKLAND AVENUE COST:				\$3,100,600	\$3,100,600	\$0



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
 PROJECT: SPRING LAKE CENTRAL - PHASE 3
 BASED ON: PHASE 3 CIVIL CDs AND CONTRACTOR BID DATED APRIL 2020
 PREPARED BY: SG / KM
 SUMMARY SHEET ADDED: 12/16/2020

PHASE 3 SUMMARY (SLIF ELIGIBLE ITEMS ONLY)

	SUB-TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO ADJACENT DEVELOPER REIMBURSEMENT	NET DEVELOPER COST
A. HARRY LORENZO AVE: (SLIF ITEMS: Oversized pavement, water and storm drain pipes)	\$184,400	\$184,400	\$0	\$0	\$0

<i>INTRACTS SUB-TOTAL:</i>	<i>\$184,400</i>	<i>\$184,400</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
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<i>24% OVERHEAD</i>	<i>\$44,256</i>	<i>\$44,256</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
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PHASE 3, HLA SLIF ITEMS TOTAL COST:	\$228,700	\$228,700	\$0	\$0	\$0
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NOTES:

(1) This opinion of probable costs was based on the Phase 3 Civil CDs dated April 2020 and reflects SLIF eligible items only. Rough grading has been completed, thus it is excluded as a project cost.

(2) COST OPINION EXCLUDES COSTS ASSOCIATED WITH LAND ACQUISITION.

(3) Additional Notes:

- A. In providing opinions of probable construction costs, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- B. This opinion of costs assumes that all the civil improvements for Phase 3 are to be constructed in one phase and concurrently with Parkland Extension. If the project is built out in additional multiple sub-phases, additional costs may be incurred. Costs also assume competitive bidding.
- C. This opinion of costs DOES NOT include costs for the following items:
 - i. Undergrounding or relocation of existing overhead utility lines (except as noted.)
 - ii. Permits or other City Fees
 - iii. Any costs related to environmental assessment of the mitigation of any contamination, endangered species or archeological resources.
 - iv. Costs for land, financing, bonds and easements.
 - v. Costs associated with coordination with other contractors working within the Spring Lake area (e.g. offsite storm drainage, water well(s), intract improvements, etc.)
 - vi. Joint trench costs
- D. Unit costs are 2020 basis.
- E. This opinion does NOT include soft costs (engineering, landscape design, construction management, staking, inspection, soils testing.)
- F. 24% Overhead includes soft costs (enrg, landscape design, construction management, staking, inspection, temp fencing, soils testing.)

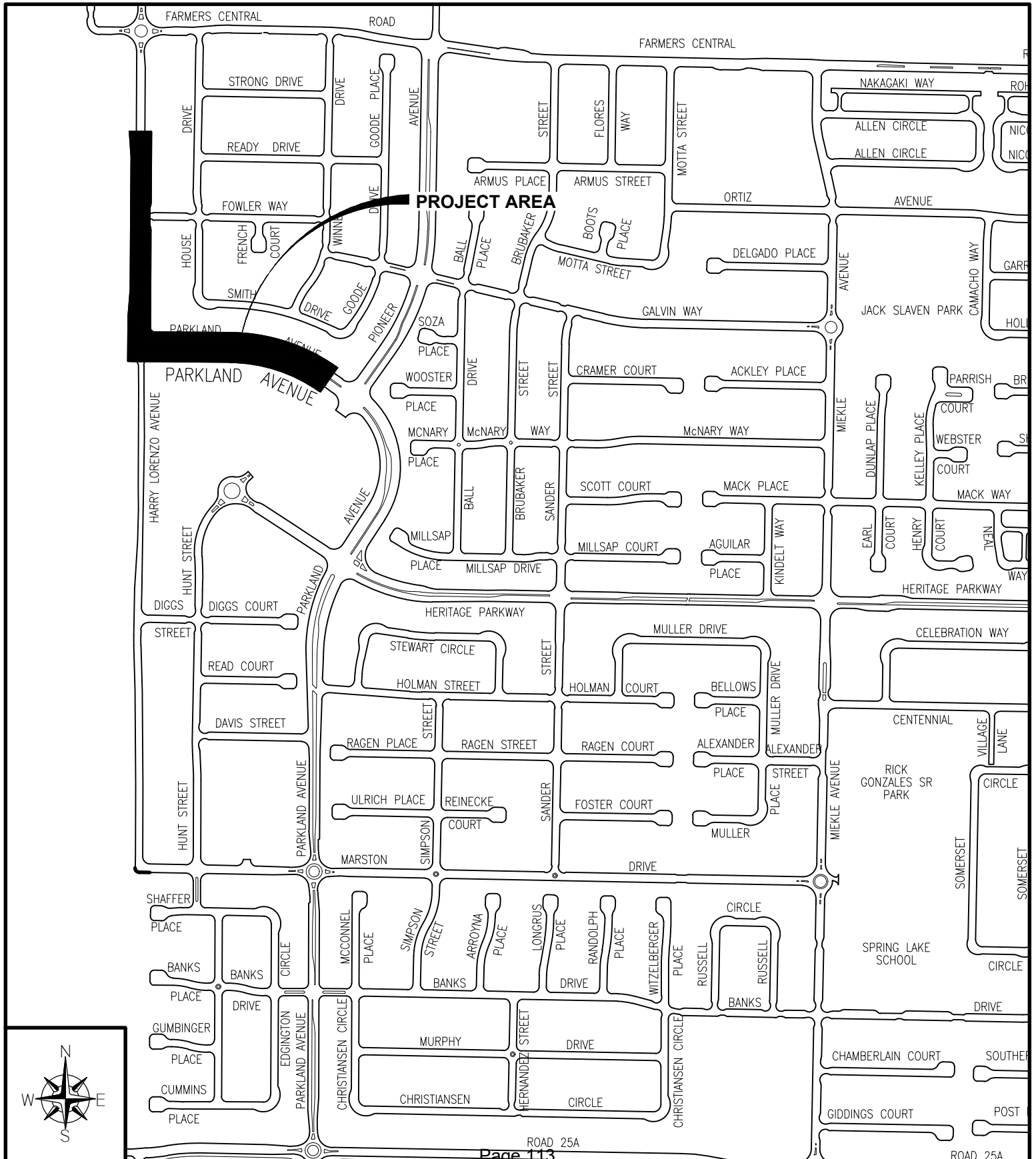


ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS - SLIF ITEMS ONLY
 PROJECT: SPRING LAKE CENTRAL - PHASE 3
 BASED ON: PHASE 3 CIVIL CDs AND CONTRACTOR BID DATED APRIL 2020
 PREPARED BY: KM
 REVISED: 10/07/2020

A. INTRACTS - SLIF ITEMS ONLY

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL
I.	<u>STREET WORK & CONCRETE</u>							
1.	5" AC PAVEMENT	376	SF	\$3.10	\$1,166	\$1,166	\$0	\$0
2.	18" AGGREGATE BASE (Road)	376	SF	\$3.85	\$1,448	\$1,448	\$0	\$0
	STREET WORK & CONCRETE SUB-TOTAL				\$2,613	\$2,613	\$0	\$0
II.	<u>STORM DRAINAGE</u>							
3.	36" RCP STORM DRAIN	222	LF	\$150.00	\$33,300	\$33,300	\$0	\$0
4.	48" RCP STORM DRAIN	124	LF	\$225.00	\$27,900	\$27,900	\$0	\$0
5.	TYPE II SD MANHOLE (>36" pipe)	1	EA	\$6,500.00	\$6,500	\$6,500	\$0	\$0
6.	CURB INLET MANHOLE (Type II MH base)	2	EA	\$9,000.00	\$18,000	\$18,000	\$0	\$0
	STORM DRAINAGE SUB-TOTAL				\$85,700	\$85,700	\$0	\$0
II.	<u>WATER SYSTEM</u>							
7.	12" WATER MAIN (incl. fittings)	896	LF	\$103.00	\$92,288	\$92,288	\$0	\$0
8.	12" VALVE	1	EA	\$3,840.00	\$3,840	\$3,840	\$0	\$0
	WATER SYSTEM SUB-TOTAL				\$96,128	\$96,128	\$0	\$0
	SUMMARY							
I.	STREET WORK & CONCRETE				\$2,613	\$2,613	\$0	\$0
I.	STORM DRAINAGE				\$85,700	\$85,700	\$0	\$0
II.	WATER SYSTEM				\$96,128	\$96,128	\$0	\$0
	SUB-TOTAL:				\$184,400	\$184,400	\$0	\$0
	TOTAL PHASE 3 INTRACTS - SLIF ITEMS COST :				\$184,400	\$184,400	\$0	\$0

PUBLIC IMPROVEMENTS FOR SPRING LAKE SPECIFIC PLAN BACKBONE INFRASTRUCTURE
PROJECTS ENTITLED PARKLAND AVENUE EXTENSION AND SPRING LAKE CENTRAL - PHASE 3
LOCATION MAP





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.12
SUBJECT: Summertime Fun Club: Extended Care Program 2022

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____, adopting a new fee schedule for an extended day summer camp (\$800 - \$975 per 4 or 5 week session and \$1,600-\$1,946 per entire summer program) for the Summertime Fun Club: Extended Care program.

Staff Contact

Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.org

Fiscal Impact

The implementation of the new expanded summer camp program along with the establishment of the new fee schedule for the program will have a net zero fiscal impact as revenue for this program offsets direct program expenses.

Background

The Summertime Fun Club (STFC) day camp has been a tradition in the City of Woodland for at least the past 60 years. This program is offered during Woodland Joint Unified School District's (WJUSD) summer breaks. The program includes recreational activities for youth from first to sixth grade and takes place (for the most part) at three of Woodland's public parks: Ferns, Pioneer, and Woodside Parks. It typically serves around 150 unique participants every summer, and can accommodate up to 180. Summertime Fun Club also offers volunteer opportunities for high school students as camp counselors-in-training.

STFC is an enterprise fund program. Participant revenue generally offsets program expenses, not including full-time staff costs or additional park maintenance that is needed to accommodate participants. For one participant, the cost in 2021 was \$600 for a 10-week program, about \$12.50 per day; or \$350 for a 5-week session. As far as summer options for kids that need supervision, STFC is still the least expensive of those currently offered in Woodland. Camp runs from 8:00 am to 4:00 pm daily. Funding from Measure J also provides limited scholarships for income qualified participants.

Discussion

As family needs continue to change in the community, staff would like to offer a daily camp program that starts earlier and ends later in the day than the current program that is offered. This new proposed program "Summertime Fun Club: Extended Care program" would begin in June 2022 and would operate from 7:30 am – 5:30 pm to better accommodate working families. This program would be offered at a different park (location to be determined) than where the current programs are located and would have a capacity of 60 participants. Staff is bringing this item forward to council at this time as marketing efforts for Summer 2022 will begin in November 2021.

During program development, staff evaluates program costs and sets prices for the program. Using relatively conservative participation projections, price points are set to be able to cover all temporary staff and supply expenses. Additionally, the price point takes into consideration the increasing minimum wage, set to be \$15/hour in 2022.

STFC is typically priced to break-even at a certain capacity. Assuming 30 youth register for this new expanded

program in Summer 2022, program costs for temporary employees and supplies would be approximately \$48,000. Therefore, in order to break even cost per participant would need to be set at \$1,600 for Summer 2022 for the entire summer program (generally 9 to 10 weeks) (or \$850 for each 4-5 week session, the length of the session varies and is based on the WJUSD summer schedule). Measure J funding already included in the approved budget would be available to provide limited scholarships of around \$150 per 5 week session for this program for income qualified families. Setting the program fee at the proposed fee would provide a weekly program for families at the rate of \$160-\$170 per week (saving families \$650 over 10 weeks compared to other programs in the community that are priced around \$225 per week).

It should be noted that if fewer than 30 youth register for this program, expenses would not be covered by the revenue generated. If this scenario occurs, staff would later return to Council to request a supplement from Measure J to cover the gap in expenses versus revenue. Also if this scenario occurs, staff would evaluate if this program should continue to be offered or if a different pricing structure is needed.

In order to provide a fee range to cover the next 5 years (applying a 5% increase in expenses for each year), staff is requesting that the fee range be set at \$850-\$1,035 per 4-5 week session and \$1,600 - \$1,946 per entire summer program. Fees for the program would only increase as actual costs for providing the program increase.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, adopting a new fee schedule for an extended day summer camp (\$800 - \$975 per 4 or 5 week session and \$1,600-\$1,946 per entire summer program) for the Summertime Fun Club: Extended Care program. summer camp (\$850 - \$1,035 per 4 or 5 week session and \$1,600-\$1,946 per entire summer program) for the Summertime Fun Club: Extended Care program.



Ken Hiatt
City Manager

Attachments:

1. Extended STFC - Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ADOPTING A NEW FEE SCHEDULE FOR SUMMERTIME FUN CLUB: EXTENDED CARE
PROGRAM**

WHEREAS, the City of Woodland provides summer recreation programming and day camps for youth between the hours of 8 am and 4 pm; and

WHEREAS, the City of Woodland would like to offer a summer program with extended hours to provide more flexibility for families in Woodland; and

WHEREAS, there is an established fee schedule for the current Summertime Fun Club but this fee would not cover the expenses to operate an expanded day summer camp.

NOW, THEREFORE, BE IT RESOLVED

That the City Council hereby approves a new fee schedule for Summertime Fun Club: Extended Care Program for \$800-\$975 per 4 to 5 week session and \$1600-\$1975 per entire summer program.

PASSED AND ADOPTED this 17th day of August 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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: F.13
SUBJECT: Approval of Final Map 5196 Beeghly Lot D and 5197 Beeghly Lot G, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5196 Beeghly Lot D and 5197 Beeghly Lot G; 2) approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5196 Beeghly Lot D, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Staff Contact:

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

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at buildout the 72 lots are estimated to generate approximately \$1.1 million in development impact fees. There is no impact to the General Fund.

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are generated by means other than the Spring Lake Infrastructure Fee program.

Background:

On October 20, 2020, City Council approved the tentative maps 5196 Beeghly Lot D for 62 multi-family lots and 5197 Beeghly Lot G for 10 multi-family lots and an Amended and Restated Development Agreement.

The Developer, TL Revival, L.P. has completed all conditions required for approval of the final maps, and is requesting that the City approve Final Subdivision Maps (SM) No. 5196 Beeghly Lot D and 5197 Beeghly Lot G, and the associated Subdivision Improvement Agreement and Reimbursement Agreement.

Discussion:

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

The project conditions require the continuation of a privacy wall along Parkland Avenue for Lot D (approx. 450 linear feet). This wall was included in the Spring Lake Capital Infrastructure Plan and is subject to reimbursement through the SLIF. The Developer is requesting execution of the SLIF agreement to reimburse for the work necessary to satisfy the condition for the completion of the privacy wall.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5196 Beeghly Lot D and 5197 Beeghly Lot G; 2) approving the related Subdivision

Improvement Agreement and authorizing Mayor to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

It is further recommended that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5196 Beeghly Lot D, and authorizing the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 10% of the Reimbursement Agreement.

Prepared By: Ed Wisniewski, Senior Civil Engineer

Reviewed By: Brent Meyer, 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 (Final Map & SIA)
2. Resolution (SLIF Reimbursement Agmt)
3. Subdivision Improvement Agreement
4. SLIF Reimbursement Agreement
5. Final Map - Lot D (SM 5196)
6. Final Map - Lot G (SM 5197)
7. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAPS 5196 AND 5197, AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH TL REVIVAL, LP, A CALIFORNIA LIMITED PARTNERSHIP
FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

WHEREAS, the City Council approved Tentative Map 5196 Beeghly Lot D and 5197 Beeghly Lot G, and an associated Development Agreement with conditions of approval on October 20, 2020; and

WHEREAS, TL Revival, LP has satisfied the conditions of approval and has filed a final map with the City for 62 multi-family lots (Lot D) and a second final map for 10 multi-family lots (Lot G); and

WHEREAS, the City of Woodland has reviewed the maps and determined that they are technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5196 Beeghly Lot D and Final Map 5197 Beeghly Lot G, and the associated Subdivision 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 5196 Beeghly Lot D and Final Map 5197 Beeghly Lot G and directs the City Clerk to sign the map and the City Engineer to forward the map to the Yolo County Tax Collector for processing prior to recording with the Yolo Clerk-Recorder.

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 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 17th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE SLIF REIMBURSEMENT AGREEMENT ASSOCIATED WITH
FINAL SUBDIVISION MAP 5196, BEEGHLY LOT D**

WHEREAS, on October 20, 2021, the City Council approved Tentative Map 5196, Beeghly Lot D and the related Development Agreement with Conditions of Approval; and

WHEREAS, the Developer, TL Revival, LP, has satisfied the Conditions of Approval and completed requirements for Subdivision Map 5196, Beeghly Lot D; and

WHEREAS, the Developer, TL Revival, LP, completed and entered into to a Subdivision Improvement Agreement for the subdivision and posted the required security; and

WHEREAS, the Developer, TL Revival, LP, is requesting the City Council approve a Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement for Subdivision 5196, and

WHEREAS, the Developer, TL Revival, LP, is requesting the City Council approve the final map (by separate resolution) and related agreements for Subdivision 5196.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Woodland, hereby:

Section 1. Approves the SLIF Reimbursement Agreement with TL Revival LP., a California Limited Partnership and authorizes the City Manager to sign on behalf of the City, and

Section 2. Authorizes the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$32,000 (approximately 15%).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of August 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 956957

ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5196 and 5197

Between

THE CITY OF WOODLAND

a California municipal corporation

and

TL REVIVAL, LP

A CALIFORNIA LIMITED PARTNERSHIP

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5196 and 5197

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 20__, by and between the City of Woodland, a California municipal corporation (“City”) and TL Revival, LP, a California Limited Partnership with its principal office located at 3500 Douglas Blvd, Suite 270, Roseville, CA 95661, (“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 City Council on October 6, 2020. The tentative subdivision map is identified in City records as Tentative Subdivision Map No. 5196 and 5197, Beeghly Ranch Lot D and G. (“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. 5196 and 5197, 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 16 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 16 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.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on October 20, 2020.

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 to 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. 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 notices.

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 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 16 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer’s compliance with this Section shall in no way limit or modify Developer’s indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer’s one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Forty Four Thousand Nine Hundred Eighty Six Dollars & 00 Cents (\$1,044,986.00), 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 Five Hundred Twenty Two Thousand, Four Hundred and Ninety Three Dollars & 00 Cents (\$522,493.00), 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 Original 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:

TL Revival, LP
3500 Douglas Blvd, Suite 270
Roseville, CA 95661
Attn: Tim Lewis

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

TL REVIVAL, LP

By: _____
Ken Hiatt, City Manager

By: _____
Signature

Print Name

Title

ATTEST:

By: _____

By: _____

Ana Gonzalez, City Clerk

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)
)
COUNTY OF) **ss.**
)

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. 5196 AND 5197 BEEGHLY LOT D AND G
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:**

APN: 042-574-001 AND 042-561-015

A-1

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5196 AND 5197

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 entitled:

- **Improvement Plans for Beeghly Ranch – Lot D, Subdivision no. 5196**
- **Improvement Plans for Beeghly Ranch – Lot G, Subdivision no. 5197**

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5196 and 5197

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

FAITHFUL PERFORMANCE BOND: \$1,044,986.00

Surety: xxxx

Attorney-in-fact: xxxx

Address: xxxx

PAYMENT BOND: \$522,493.00

Surety: xxxxx

Attorney-in-fact: xxxxxx

Address: xxxxx

GUARANTEE AND WARRANTY SECURITY BOND: \$ 104,499

Surety: xxxxx

Attorney-in-fact: xxxxxx

Address: xxxx

Recording Requested by
and when recorded return to:

City of Woodland
Attn: Finance Director
300 First Street
Woodland, CA 95695

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS:
PORTIONS OF BEEGHLY LOT D WITH TL REVIVAL, LP, A CALIFORNIA
LIMITED PARTNERSHIP**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2021 (“Effective Date”) by and between TL Revival, LP, a California Limited Partnership with its principal office located at 3500 Douglas Blvd, Suite 270, Roseville, CA 95661, (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City (“Improvements”), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area (“Reimbursement Agreement”), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit “A,” attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Two Hundred Seventeen Thousand Six Hundred Twenty Dollars (\$217,620) (“Purchase Price”), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit “A,” Based on Engineer’s Estimates as set forth in Exhibit B attached hereto and

incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: TL Revival, LP
3500 Douglas Blvd, Suite 270
Roseville, CA 95661
Attn: Tim Lewis

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this

Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

TL REVIVAL, LP

By: _____
Ken Hiatt, City Manager

By: _____
Signature

ATTEST:

Print Name

Ana Gonzalez, City Clerk

Title

By: _____
Signature

Print Name

Title

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

SCHEDULE						
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	NOTES
1	CMU Retaining Wall	450		\$40,500	SLIF CREDITS	
2	6' Board on Board Privacy Fence	450		\$135,000	SLIF CREDITS	
	Sub Total			\$175,500		
	Overhead, Engineering, CM staking, inspection Etc. fixed at 24%	LS		\$42,120	SLIF CREDITS	
	TOTAL			\$217,620		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS

Wood Rodgers, Inc.
M. Contreras
7/28/2021

Engineer's Opinion of Probable Cost
Beeghly Ranch Lot D -Public Improvements
City of Woodland

#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. STREET WORK					
1.	1	EA	Commerical Driveway	\$ 2,500.00	\$ 2,500
TOTAL STREET WORK					\$ 2,500
B. SANITARY SEWER					
2.	11	EA	Sanitary Sewer Manhole - 48"	\$ 6,000.00	\$ 66,000
3.	1,587	LF	Sewer Pipe - 8"	\$ 65.00	\$ 103,155
4.	62	EA	Residential Sewer Service	\$ 1,500.00	\$ 93,000
5.	1	EA	Connect to Existing Sewer	\$ 1,000.00	\$ 1,000
TOTAL SANITARY SEWER					\$ 263,155
C. DOMESTIC WATER					
6.	1,880	LF	Water Pipe - 8"	\$ 48.00	\$ 90,240
7.	16	EA	8" Water Valve	\$ 1,800.00	\$ 28,800
8.	1	EA	1.5" Irr Service	\$ 1,500.00	\$ 1,500
9.	5	EA	Fire Hydrant Assembly	\$ 7,200.00	\$ 36,000
10.	62	EA	Residential Water Service	\$ 1,800.00	\$ 111,600
11.	1	EA	Water cut-in	\$ 3,500.00	\$ 3,500
12.	2	EA	Remove BOV and Connect to Existing	\$ 2,500.00	\$ 5,000
TOTAL DOMESTIC WATER					\$ 276,640
D. MISCELLANEOUS ITEMS					
13.	2	EA	Off-site Speed Bumps	\$ 1,750.00	\$ 3,500
14.	9	EA	24" SQ. Decorative Pilaster	\$ 6,000.00	\$ 54,000
15.	450	LF	6' Board on Board Fence	\$ 300.00	\$ 135,000
16.	1,000	SF	CMU Retaining Wall	\$ 90.00	\$ 90,000
TOTAL MISCELLANEOUS ITEMS					\$ 282,500
E. LANDSCAPE					
17.	4,906	SF	Irrigation System	\$ 3.00	\$ 14,718
18.	38	EA	1 Gallon Shrubs	\$ 10.00	\$ 380
19.	75	EA	5 Gallon Shrubs	\$ 25.00	\$ 1,875
20.	291	EA	1 Gallon Groundcover	\$ 8.50	\$ 2,474
21.	19	EA	24" Box Trees	\$ 350.00	\$ 6,650
TOTAL LANDSCAPE					\$ 26,097
PROJECT SUMMARY					
A. STREET WORK				\$	2,500
B. SANITARY SEWER				\$	263,155
C. DOMESTIC WATER				\$	276,640
D. MISCELLANEOUS ITEMS				\$	282,500
E. LANDSCAPE				\$	26,097
TOTAL PUBLIC CONSTRUCTION COST ESTIMATE					\$ 850,892

ESTIMATE FOOTNOTES:

[1]This estimate is for bonding purposes of public improvements only.



J:\3000-s\3251_Beeghly\Lot D\Civil\Docs\Estimates\Public Bond Estimate\BGLY-D-Public Bond Estimate 2021-07-13

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION MAP NO. 5196, BEEGHLI RANCH LOT D" FOR RECORD: AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

RIGHTS OF WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT C SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.

WE HEREBY RESERVE EASEMENTS FOR RECIPROCAL PRIVATE ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE, ON, OVER AND ACROSS LOTS A, B, C, D, E, F AND G. THESE EASEMENTS SHALL BIND AND INSURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF EACH OF THE LOTS SHOWN HEREON

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, MAINTENANCE AND OPERATION OF DRAINAGE, WATER, SEWER, GAS PIPES, POWER, LIGHTS, SIGNS, TELEPHONE, COMMUNICATION AND TELEVISION CABLES: AND ANY AND ALL OTHER UTILITY SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES IN EACH CASE, IN, OVER AND ACROSS LOT C, LOT D, LOT E, LOT F, LOT G AND THOSE STRIPS OF LAND SHOWN OR DESIGNATED HEREON AS "PUBLIC UTILITY EASEMENT" (PUE).

WE DO HEREBY RELINQUISH ALL VEHICULAR ABUTTERS RIGHTS TO INGRESS AND EGRESS AS DELINEATED HEREON (//////) AS NON-ACCESS EASEMENTS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS 30th DAY OF June, 2020.

TL REVIVAL, L.P.

A CALIFORNIA LIMITED PARTNERSHIP

BY: [Signature]
NAME: Jay Timothy Lewis
TITLE: President

BY: _____
NAME: _____
TITLE: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 30th DAY OF June, 2021 BEFORE ME, Lisa L. Shearon, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Jay Timothy Lewis

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Lisa L. Shearon

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: November 16, 2022

MY COMMISSION No.: 2267109

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: _____
BRENT MEYER
ACTING COMMUNITY DEVELOPMENT DIRECTOR
CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY NOR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2021.

CHAD RINDLE, TAX COLLECTOR

BY: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TL REVIVAL, L.P., A CALIFORNIA LIMITED PARTNERSHIP IN MAY 2020. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BY JULY 31, 2023, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S. 8067

6/28/21
DATE

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2021 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

TRUSTEE'S STATEMENT

FARMERS/MERCHANTS CORP., A CALIFORNIA CORPORATION, AS THE TRUSTEE UNDER DEEDS OF TRUST RECORDED JUNE 11, 2021 AS INSTRUMENT NUMBER 2021-0022890 AND 2021-0022891 OF OFFICIAL RECORDS OF YOLO COUNTY, STATE OF CALIFORNIA, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP.

BY: _____

PRINT: _____

TITLE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5196, BEEGHLI RANCH LOT D", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CONSULTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5196, BEEGHLI RANCH LOT D", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: _____

JON CRAWFORD, RCE #32935
ON BEHALF OF THE CITY ENGINEER



CITY CLERK'S STATEMENT

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF _____, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF SUBDIVISION NO. 5196, "BEEGHLI RANCH LOT D", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

THE ABANDONMENT OF THE PUBLIC UTILITY EASEMENT LISTED IN NOTE 7 OF SHEET 2 HEREON, PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, IS HEREBY APPROVED.

DATED: _____
ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____
M. IN BOOK _____ OF MAPS, AT PAGE _____ AT
THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

COUNTY RECORDER COUNTY OF YOLO BY: _____

SUBDIVISION NO. 5196
BEEGHLI RANCH - LOT D

BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLI RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45,
YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA



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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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JULY 2021

Sheet 1 of 4

3251.016

OVERALL BOUNDARY SHEET

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1999.51, AS MEASURED BETWEEN STATION "HPGN03DG", AND STATION "N22", AS SAID STATIONS ARE PUBLISHED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002", RECORDED IN BOOK 2002 OF MAPS AT PAGE 88-94, RECORDS OF YOLO COUNTY. SAID BEARING IS TAKEN AS NORTH 9°04'06" EAST. DISTANCES PRESENTED HEREIN ARE GROUND DATA. TO CONVERT TO GRID DISTANCE, DIVIDE GROUND DISTANCE BY A PROJECT AVERAGE COMBINED FACTOR OF 1.0000545.

LEGEND:

- DIMENSION POINTS, NOTHING SET
- ⊙ SET 2-1/2" BRASS DISK STAMPED "LS 8067" IN STANDARD CITY OF WOODLAND MONUMENT WELL
- ✱ FOUND 2-1/2" DISK IN MONUMENT WELL STAMPED "LS 8164" IN MONUMENT WELL PER (2)
- (OA) OVERALL DIMENSION
- OR OFFICIAL RECORDS OF YOLO COUNTY
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- SF SQUARE FEET
- SNF MONUMENTS SEARCHED FOR, NOTHING FOUND
- RELINQUISHMENT OF ABUTTERS RIGHTS, NON-ACCESS EASEMENT
- (X) SHEET INDEX

REFERENCES:

- (1) 2007 BM 45-55 SUBDIVISION NO. 4793 ENTITLED "BEEGHLI RANCH"
- (2) 2015 BM 5-10 SUBDIVISION NO. 4853 ENTITLED "SOLARA RANCH"
- (3) 2018 BM 96-108 SUBDIVISION NO. 5092 ENTITLED "OYANG SOUTH PHASE 1"

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS BEEGHLI RANCH LOT D SUBDIVISION IS 5.012± ACRES, CONSISTING OF 62 RESIDENTIAL LOTS, 6 MISCELLANEOUS LOTS, AND 1 PRIVATE STREET LOTS.
5. A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY MID PACIFIC ENGINEERING, INC, DATED JANUARY 20, 2020, MPE NO. 04840-01. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION AT THE CITY OF WOODLAND PUBLIC WORKS.
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. LOTS A AND B SHALL BE GRANTED TO THE HOME OWNERS ASSOCIATION.
8. LOTS C, D, E AND F SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION FOR LANDSCAPING PURPOSES
9. LOT G SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION FOR PRIVATE ROADWAY PURPOSES.
10. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT IS HEREBY ABANDONED:
 - 10.1. THE EASEMENT FOR PUBLIC UTILITY PURPOSE IN FAVOR OF THE CITY OF WOODLAND PER 2007 MAPS 45.

SUBDIVISION NO. 5196
BEEGHLI RANCH - LOT D

BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLI RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45,
YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

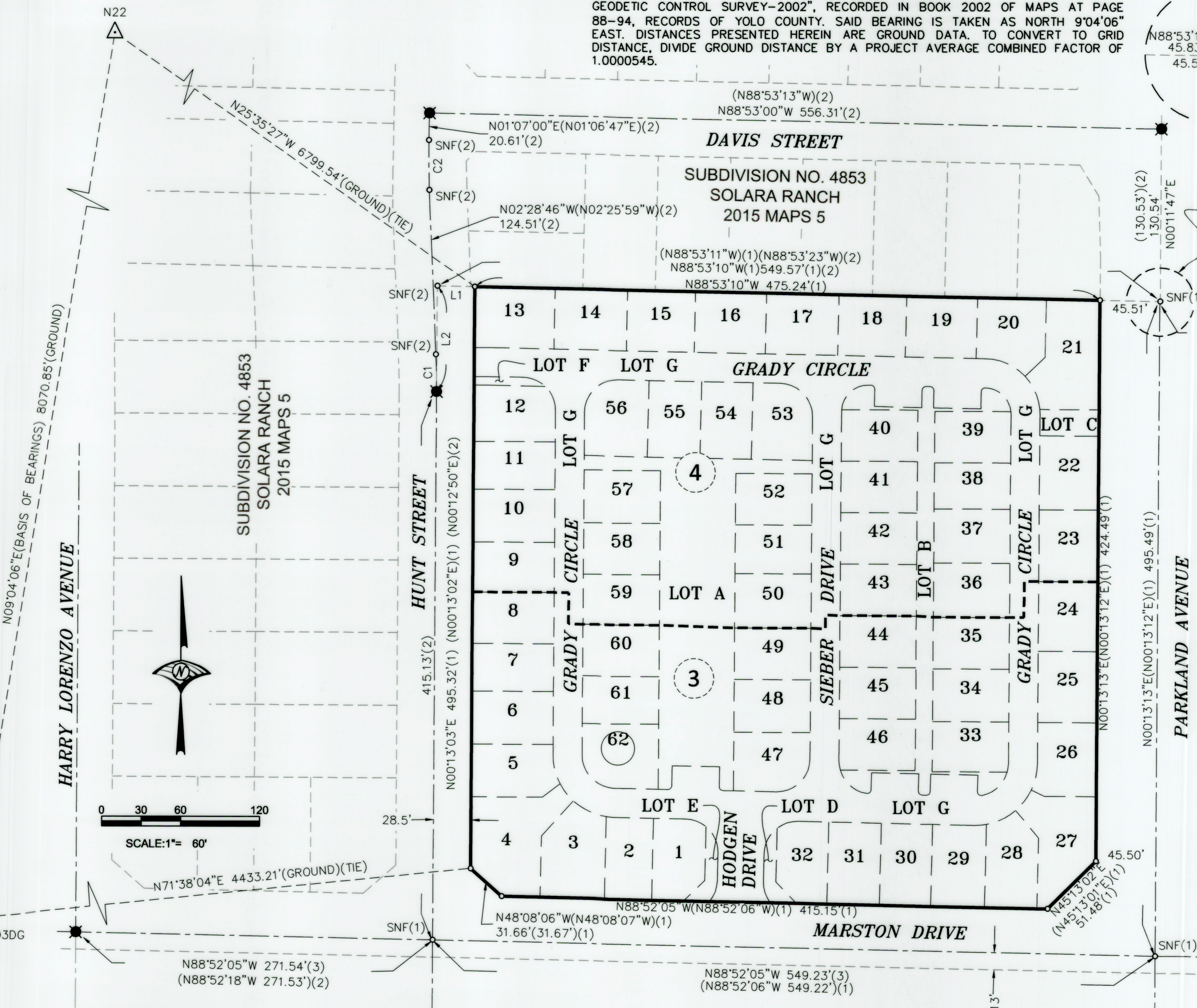


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Sheet 2 of 4

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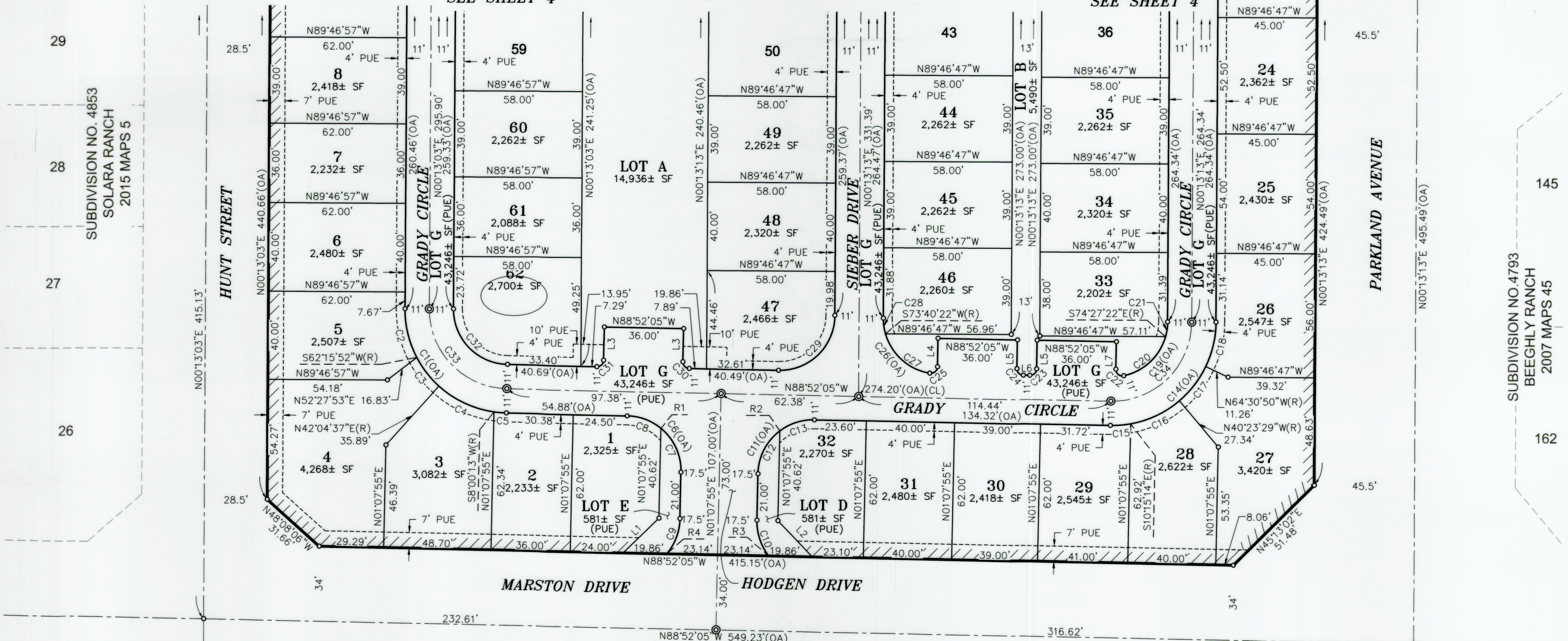
CURVE TABLE - THIS SHEET ONLY				
No.	Radius	Delta	Length	Ref
C1	600.00'	2°41'49"	28.24'(2)	(2)
C2	600.00'	3°35'46"	37.66'(2)	(2)

SUBDIVISION NO. 5092
OYANG SOUTH PHASE 1
2018 MAPS 96

LINE TABLE - THIS SHEET ONLY			
No.	Bearing	Length	Ref
L1	N88°53'10"W	28.50'	(2)
L2	N0°13'03"E	80.19'	(2)

SEE SHEET 4

SEE SHEET 4



SUBDIVISION NO. 5092
OYANG SOUTH PHASE 1
2018 MAPS 98

CURVE TABLE - THIS SHEET ONLY

No.	Radius	Delta	Length	Chord Bearing	Chord Dist	No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	47.00'	89°05'08"	73.08'	N44°19'31"W	65.94'	C18	47.00'	25°15'57"	20.73'	N12°51'12"E	20.56'
C2	47.00'	27°57'11"	22.93'	N13°45'33"W	22.70'	C19	25.00'	77°48'09"	33.95'	N39°07'17"E	31.40'
C3	47.00'	20°11'16"	16.56'	N37°49'46"W	16.47'	C20	25.00'	62°28'43"	27.26'	N46°47'00"E	25.93'
C4	47.00'	34°04'23"	27.95'	N64°57'35"W	27.54'	C21	25.00'	15°19'25"	6.69'	N7°52'55"E	6.67'
C5	47.00'	6°52'19"	5.64'	N85°25'56"W	5.63'	C22	3.00'	103°06'33"	5.40'	N50°25'21"W	4.70'
C6	25.00'	90°00'00"	39.27'	N43°52'05"W	35.36'	C23	3.00'	90°00'00"	4.71'	N46°07'55"E	4.24'
C7	25.00'	51°41'02"	22.55'	N20°42'36"W	21.79'	C24	3.00'	90°00'00"	4.71'	N43°52'05"W	4.24'
C8	25.00'	38°18'58"	16.72'	N69°42'36"W	16.41'	C25	3.00'	97°50'17"	5.12'	N50°03'04"E	4.52'
C9	25.50'	38°51'44"	17.30'	N20°33'47"E	16.97'	C26	25.00'	81°15'01"	35.45'	N40°24'18"W	32.56'
C10	25.50'	38°51'44"	17.30'	N18°17'57"W	16.97'	C27	25.00'	64°42'10"	28.23'	N48°40'43"W	26.76'
C11	25.00'	90°00'00"	39.27'	N46°07'55"E	35.36'	C28	25.00'	16°32'51"	7.22'	N8°03'13"W	7.20'
C12	25.00'	51°41'02"	22.55'	N26°58'26"E	21.79'	C29	25.00'	90°54'42"	39.67'	N45°40'34"E	35.64'
C13	25.00'	38°18'58"	16.72'	N71°58'26"E	16.41'	C30	3.00'	90°00'00"	4.71'	N43°52'05"W	4.24'
C14	47.00'	90°54'42"	74.58'	N45°40'34"E	66.99'	C31	3.00'	90°00'00"	4.71'	N46°07'55"E	4.24'
C15	47.00'	11°23'09"	9.34'	N85°26'20"E	9.32'	C32	25.00'	89°05'08"	38.87'	N44°19'31"W	35.07'
C16	47.00'	30°08'15"	24.72'	N64°40'38"E	24.44'	C33	36.00'	89°05'08"	55.97'	N44°19'31"W	50.50'
C17	47.00'	24°07'20"	19.79'	N37°32'51"E	19.64'	C34	36.00'	90°54'42"	57.12'	N45°40'34"E	51.32'

Line Table - This Sheet Only

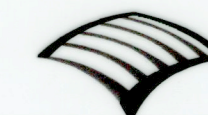
No.	Bearing	Length
L1	N46°07'55"E	22.63'
L2	N43°52'05"W	22.63'
L3	N1°07'55"E	15.00'
L4	N1°07'55"E	12.79'
L5	N1°07'55"E	13.00'
L6	N1°07'55"E	3.00'
L7	N1°07'55"E	12.43'
R1	N39°26'53"E(R)	
R2	N37°11'03"W(R)	
R3	S52°16'11"W(R)	
R4	S50°00'21"E(R)	



0 15 30 60
SCALE: 1"= 30'

SUBDIVISION NO. 5196 BEEGHLY RANCH - LOT D

BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLY RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA



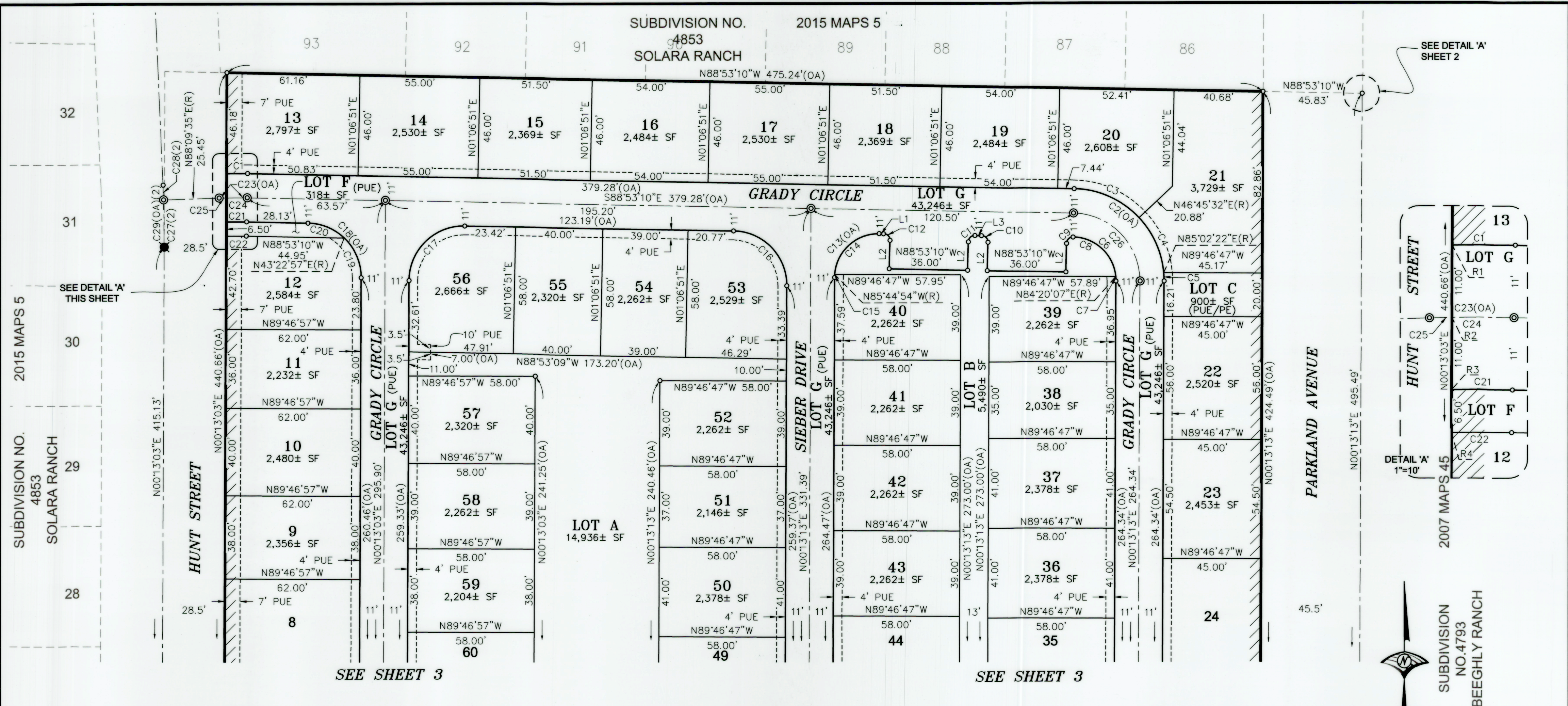
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JULY 2021

Sheet 3 of 4

3251.016

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Line Table - This Sheet Only

No.	Bearing	Length
L1	N88°53'10"W	2.01'
L2	N1°06'51"E	13.00'
L3	N88°53'10"W	3.00'
R1	N00°59'42"W(R)	
R2	N01°02'54"W(R)	
R3	N01°06'24"W(R)	
R4	N01°08'37"W(R)	

CURVE TABLE - THIS SHEET ONLY

No.	Radius	Delta	Length	Chord Bearing	Chord Dist	No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	261.00'	2°06'32"	9.61'	N89°56'26"W	9.61'	C16	25.00'	89°06'23"	38.88'	N44°19'59"W	35.08'
C2	42.00'	89°06'23"	65.32'	N44°19'59"W	58.93'	C17	25.00'	90°53'47"	39.66'	N45°39'56"E	35.63'
C3	42.00'	45°38'42"	33.46'	N66°03'49"W	32.58'	C18	25.00'	89°06'13"	38.88'	N44°20'04"W	35.08'
C4	42.00'	38°16'50"	28.06'	N24°06'03"W	27.54'	C19	25.00'	46°50'06"	20.44'	N23°12'00"W	19.87'
C5	42.00'	5°10'51"	3.80'	N2°22'13"W	3.80'	C20	25.00'	42°16'07"	18.44'	N67°45'07"W	18.03'
C6	20.00'	89°06'52"	31.11'	N44°20'13"W	28.06'	C21	239.00'	2°13'14"	9.26'	N89°59'47"W	9.26'
C7	20.00'	5°53'06"	2.05'	N2°43'20"W	2.05'	C22	232.50'	2°15'27"	9.16'	N89°59'06"E	9.16'
C8	20.00'	83°13'17"	29.05'	N47°16'32"W	26.56'	C23	250.00'	2°57'15"	12.89'	N89°38'12"E	12.89'
C9	3.00'	89°59'29"	4.71'	N46°06'36"E	4.24'	C24	250.00'	2°09'44"	9.43'	N89°58'02"W	9.43'
C10	3.00'	90°00'01"	4.71'	N43°53'09"W	4.24'	C25	250.00'	0°47'31"	3.46'	N88°33'20"E	3.46'
C11	3.00'	89°59'59"	4.71'	N46°06'51"E	4.24'	C26	31.00'	89°06'23"	48.21'	N44°19'59"W	43.50'
C12	3.00'	90°00'01"	4.71'	N43°53'09"W	4.24'	C27	600.00'	2°03'28"	21.55'	N0°48'41"W	21.55'
C13	20.00'	90°53'37"	31.73'	N45°40'01"E	28.50'	C28	600.00'	0°38'21"	6.69'	N2°09'36"W	6.69'
C14	20.00'	86°51'44"	30.32'	N47°40'58"E	27.50'	C29	600.00'	2°41'49"	28.24'	N1°07'52"W	28.24'
C15	20.00'	4°01'53"	1.41'	N2°14'10"E	1.41'						

SUBDIVISION NO. 5196
BEEGHLY RANCH - LOT D
BEING ALL OF LOT D OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLY RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45,
YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

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SACRAMENTO, CA 95816 FAX 916.341.7767

JULY 2021

Sheet 4 of 4

3251.016

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "SUBDIVISION MAP NO. 5197, BEEGHLI RANCH LOT G" FOR RECORD: AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

WE HEREBY RESERVE EASEMENTS FOR RECIPROCAL PRIVATE ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE, ON, OVER AND ACROSS LOT A SHOWN HEREON. THESE EASEMENTS SHALL BIND AND INSURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF EACH OF THE LOTS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, MAINTENANCE AND OPERATION OF DRAINAGE, WATER, SEWER, GAS PIPES, POWER, LIGHTS, SIGNS, TELEPHONE, COMMUNICATION AND TELEVISION CABLES: AND ANY AND ALL OTHER UTILITY SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES IN EACH CASE, IN, OVER AND ACROSS LOT A AND THOSE STRIPS OF LAND SHOWN OR DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE).

WE DO HEREBY RELINQUISH ALL VEHICULAR ABUTTERS RIGHTS TO INGRESS AND EGRESS AS DELINEATED HEREON (//////) AS NON-ACCESS EASEMENTS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS 30th DAY OF June, 2020.

TL REVIVAL, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

BY: _____
NAME: Jay Timothy Lewis
TITLE: President
BY: _____
NAME: _____
TITLE: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 30th DAY OF June, 2021 BEFORE ME, Lisa L. Shearon, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Jay Timothy Lewis

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Lisa L. Shearon

PRINTED NAME: Lisa L. Shearon

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: November 16, 2022

MY COMMISSION No.: 2267105

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: _____
BRENT MEYER—ACTING
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY NOR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO. 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____ DAY OF _____, 2021.

CHAD RINDLE, TAX COLLECTOR

BY: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TL REVIVAL, L.P., A CALIFORNIA LIMITED PARTNERSHIP IN MAY 2020. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BY JULY 31, 2023, AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067

6/29/21
DATE

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2021 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

TRUSTEE'S STATEMENT

FARMERS/MERCHANTS CORP., A CALIFORNIA CORPORATION, AS THE TRUSTEE UNDER DEEDS OF TRUST RECORDED JUNE 11, 2021 AS INSTRUMENT NUMBER 2021-0022890 AND 2021-0022891 OF OFFICIAL RECORDS OF YOLO COUNTY, STATE OF CALIFORNIA, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP.

BY: _____

PRINT: _____

TITLE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5197, BEEGHLI RANCH LOT G", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CONSULTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "SUBDIVISION NO. 5197, BEEGHLI RANCH LOT G", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: _____

JON CRAWFORD, RCE #32935
ON BEHALF OF THE CITY ENGINEER



CITY CLERK'S STATEMENT

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF _____, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF SUBDIVISION NO. 5197, "BEEGHLI RANCH LOT G", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS HEREON OFFERED FOR DEDICATION.

THE ABANDONMENT OF THE PUBLIC UTILITY EASEMENT AND RIGHT-OF-WAY EASEMENT LISTED IN NOTE 8 OF SHEET 2 HEREON, PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, IS HEREBY APPROVED.

DATED: _____
ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

COUNTY RECORDER COUNTY OF YOLO BY: _____

SUBDIVISION NO. 5197 BEEGHLI RANCH - LOT G

BEING ALL OF LOT G OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLI RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 D ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

JULY 2021

Sheet 1 of 3

3251.016

OVERALL BOUNDARY SHEET

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1999.51, AS MEASURED BETWEEN STATION "HPGN03DG", AND STATION "N22", AS SAID STATIONS ARE PUBLISHED ON THAT CERTAIN RECORD OF SURVEY TITLED "CITY OF WOODLAND GEODETIC CONTROL SURVEY-2002", RECORDED IN BOOK 2002 OF MAPS AT PAGE 88-94, RECORDS OF YOLO COUNTY. SAID BEARING IS TAKEN AS NORTH 9°04'06" EAST. DISTANCES PRESENTED HEREIN ARE GROUND DATA. TO CONVERT TO GRID DISTANCE, DIVIDE GROUND DISTANCE BY A PROJECT AVERAGE COMBINED FACTOR OF 1.0000545.

REFERENCES:

- | | |
|-------------------|---|
| (1) 2007 BM 45-55 | SUBDIVISION NO. 4793 ENTITLED "BEEGHLI RANCH" |
| (2) 2015 BM 5-10 | SUBDIVISION NO. 4853 ENTITLED "SOLARA RANCH" |
| (3) 2015-0013659 | CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT |
| (4) 2019-0016397 | GRANT DEED |

LEGEND:

- DIMENSION POINTS, NOTHING SET
- ⊙ SET 2-1/2" BRASS DISK STAMPED "LS 8067" IN STANDARD CITY OF WOODLAND MONUMENT WELL
- FOUND 2-1/2" DISK IN MONUMENT WELL "LS 7555", IN MONUMENT WELL PER (1)
- (OA) OVERALL DIMENSION
- OR OFFICIAL RECORDS OF YOLO COUNTY
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- SF SQUARE FEET
- SNF MONUMENTS SEARCHED FOR, NOTHING FOUND
- ////// RELINQUISHMENT OF ABUTTERS RIGHTS, NON-ACCESS EASEMENT
- (X) SHEET INDEX

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS BEEGHLI RANCH LOT G SUBDIVISION IS 0.905± ACRES, CONSISTING OF 10 RESIDENTIAL LOTS AND 1 PRIVATE STREET LOT.
- A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY MID PACIFIC ENGINEERING, INC, DATED JANUARY 20, 2020, MPE NO. 04840-01. A COPY OF THIS REPORT IS AVAILABLE FOR INSPECTION AT THE CITY OF WOODLAND PUBLIC WORKS.
- 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
- LOT A SHALL BE GRANTED TO THE HOME OWNERS ASSOCIATION FOR PRIVATE ROADWAY PURPOSES.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:
 - 8.1. THE EASEMENT FOR PUBLIC UTILITY PURPOSE IN FAVOR OF THE CITY OF WOODLAND PER DOC. 2008-0028907
 - 8.2. THE EASEMENT FOR PUBLIC RIGHT-OF-WAY IN FAVOR OF THE CITY OF WOODLAND PER DOC. 2008-0028907

SUBDIVISION NO. 5197 BEEGHLI RANCH - LOT G

BEING ALL OF LOT G OF THAT CERTAIN FINAL MAP ENTITLED "BEEGHLI RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

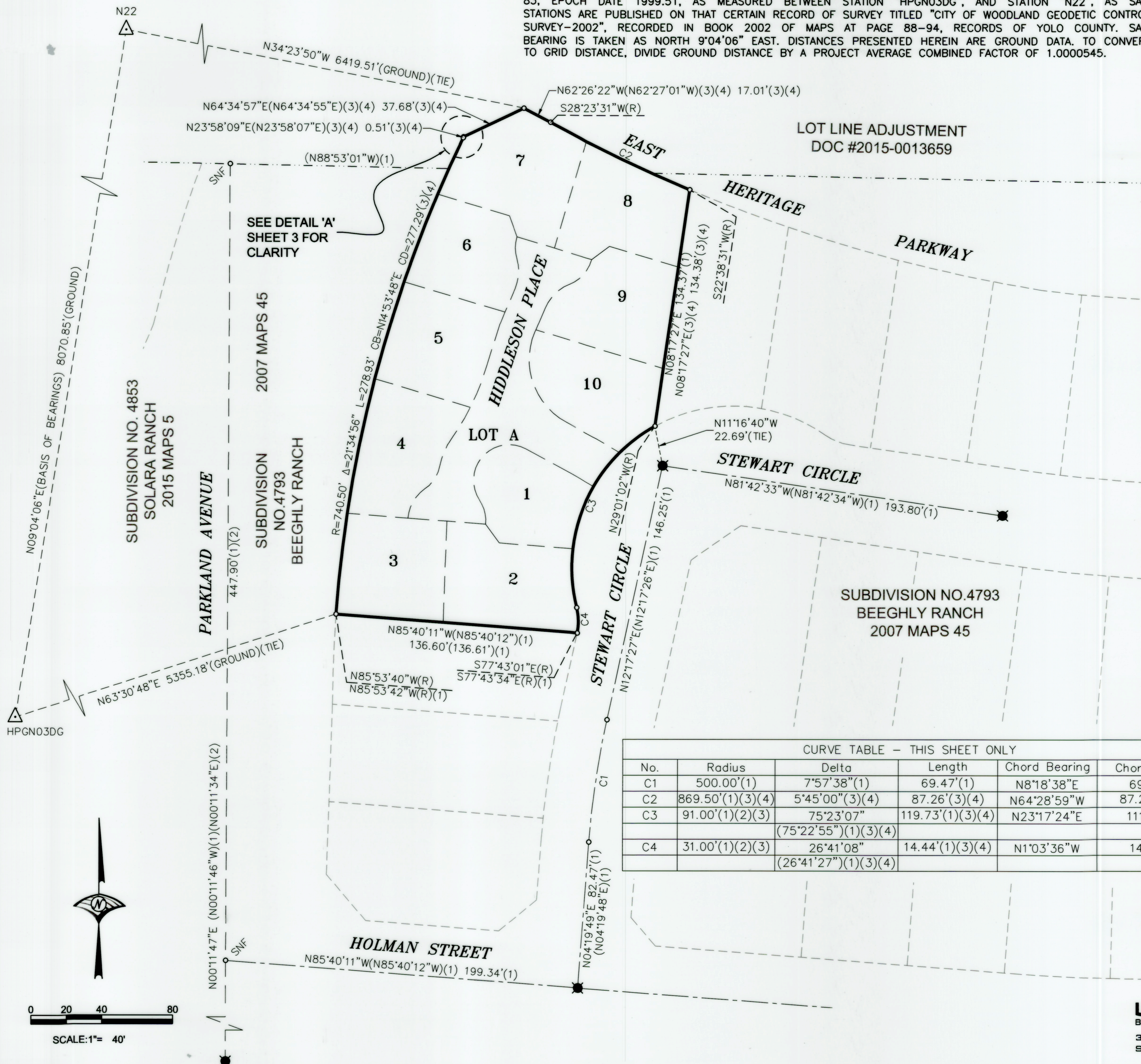


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JULY 2021

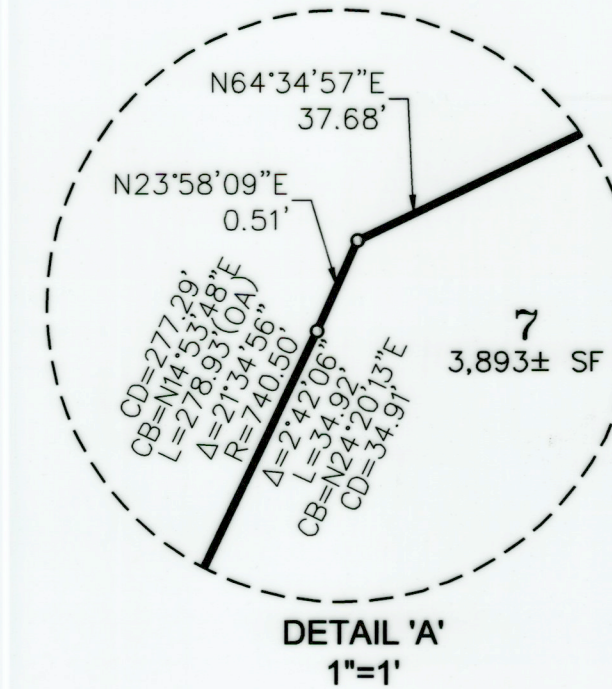
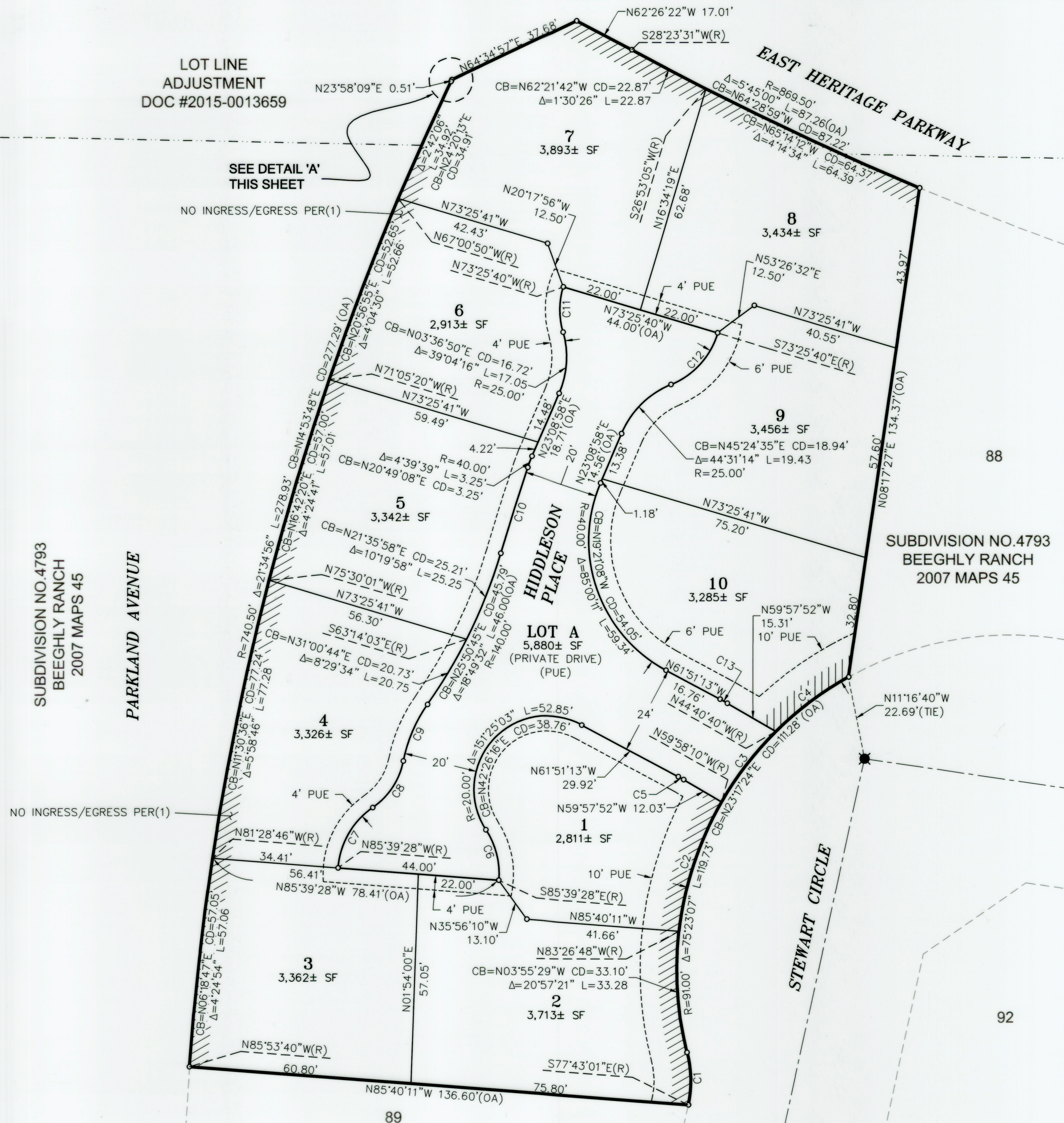
Sheet 2 of 3

3251.016

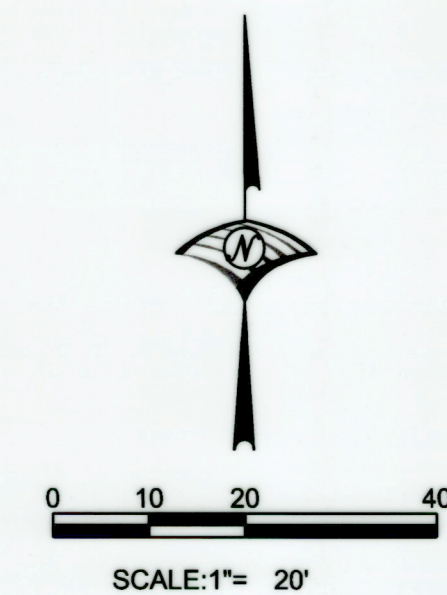


CURVE TABLE - THIS SHEET ONLY

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	500.00'(1)	7°57'38"(1)	69.47'(1)	N8°18'38"E	69.41'
C2	869.50'(1)(3)(4)	5°45'00"(3)(4)	87.26'(3)(4)	N64°28'59"W	87.22'(3)
C3	91.00'(1)(2)(3)	75°23'07"	119.73'(1)(3)(4)	N23°17'24"E	111.28'
		(75°22'55")(1)(3)(4)			
C4	31.00'(1)(2)(3)	26°41'08"	14.44'(1)(3)(4)	N1°03'36"W	14.31'
		(26°41'27")(1)(3)(4)			



No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	26°41'08"	14.44'	N1°03'36"W	14.31'
C2	91.00'	23°28'38"	37.29'	N18°17'31"E	37.02'
C3	91.00'	15°17'30"	24.29'	N37°40'35"E	24.22'
C4	91.00'	15°39'37"	24.87'	N53°09'09"E	24.80'
C5	50.00'	1°53'21"	1.65'	N60°54'32"W	1.65'
C6	22.00'	37°36'48"	14.44'	N14°27'52"W	14.18'
C7	22.00'	51°13'02"	19.67'	N29°57'03"E	19.02'
C8	20.00'	44°24'55"	15.50'	N33°21'07"E	15.12'
C9	40.00'	2°06'51"	16.83'	N23°12'05"E	16.71'
C10	681.50'	2°03'19"	24.45'	N17°27'39"E	24.45'
C11	22.00'	32°29'38"	12.48'	N0°19'31"E	12.31'
C12	22.00'	51°05'52"	19.62'	N42°07'16"E	18.98'
C13	70.00'	1°53'21"	2.31'	N60°54'32"W	2.31'



**SUBDIVISION NO. 5197
BEEGHLY RANCH - LOT G**
BEING ALL OF LOT G OF THAT CERTAIN FINAL MAP ENTITLED
"BEEGHLY RANCH", SUBDIVISION NO. 4793, BOOK 2007 OF MAPS, PAGE 45,
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CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA



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JULY 2021

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3251.016

Main Street

East Main Street

College Street

East Street

Bourne Drive

To Sacramento

I-5



Gibson Road

East Gibson Road

Farmers Central Road

**BEEGHLY "LOT D"
SUBDIVISION MAP #5196**

**BEEGHLY "LOT G"
SUBDIVISION MAP #5197**

Harry Lorenzo Ave

Pioneer Avenue

Hunt Street

Parkland Avenue

Heritage Parkway

HWY 113

To Davis



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: G.14
SUBJECT: Mitigated Negative Declaration for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06

Recommendation for Action: Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, approving a Mitigated Negative Declaration (MND) for the Storm Drainage Outfall Channel Outlet Structure Project (the YBWL Culvert Replacement Project), CIP 20-06.

Staff Contact:

Mark Miller, Associate Engineer, 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The Capital Budget approved by Council on June 15, 2021 includes \$500,000 in funding to cover design and environmental permitting costs for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, which is also referred to as the Yolo Bypass West Levee Culvert Replacement Project. The funding includes \$300,000 from the Storm Drain Development Fund 581 and \$200,000 as a loan from the Sewer Enterprise Fund with future repayment intended from the storm drain enterprise fund. The total project cost through completion of construction is estimated at \$3,800,000. The design, bidding, and environmental permitting work are expected to be complete by early 2022 and construction is planned for 2022.

There is no impact to the General Fund.

Background:

The City's entire storm drainage system outlets to the Yolo Bypass through the Outfall Channel and culverts through the Yolo Bypass West Levee (YBWL). The existing corrugated metal pipe (CMP) culverts were constructed around 1971 and do not meet current engineering standards for pipe penetrations through levees that protect urban areas. Additionally, storm drainage flows have increased significantly since 1971 due to development within the City and an updated understanding of regional hydrology shows that additional capacity is needed in the culverts crossing the YBWL. Lastly, the existing CMP's have corroded and need to be replaced. To address these multiple deficiencies, the City will construct the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, which is also known as the YBWL Culvert Replacement Project. Multiple permits are required for the project by the various agencies that authorize construction activities on federal project levees.

The culverts were originally installed by the California Department of Water Resources and an agreement was signed at that time specifying operations, maintenance, and replacement obligations. Agreement No. 71-518, Section 2 (h) between Investment Operating Corporation, RD2035, City of Woodland, and Yolo County obligate the City and County to permit and fund replacement and expansion of the culverts.

The City's consultant, Mead & Hunt (M&H), has been involved in the preliminary project design work since 2019 including work in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Discussion:

Pursuant to State CEQA Guidelines, M&H prepared an Initial Study to assess the potential adverse environmental effects of the proposed YBWL Culvert Replacement Project. A Mitigated Negative Declaration

(MND) was prepared, and the Initial Study/MND was filed with the State Clearinghouse. The Initial Study/MND was also circulated for public review from June 15, 2021 through July 16, 2021. A Notice of Intent to Adopt a Mitigated Negative Declaration for the Proposed Project was published in the Woodland Daily Democrat on June 8, 2021. Work for the proposed Project is covered by the Yolo HCP/NCCP (Habitat Conservancy Plan & Natural Community Conservation Plan) and will have a Certificate of Compliance prior to issuance of the Notice to Proceed and the Project will implement all Avoidance and Minimization Measures identified in the Initial Study/MND.

Two comments on the Initial Study/MND were received, though neither of the comments necessitated a response. No new significant environmental effects have been identified and no changes to the Initial Study/MND prompting its recirculation were required.

Conclusion:

Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, approving a Mitigated Negative Declaration (MND) for the Storm Drainage Outfall Channel Outlet Structure Project (the YBWL Culvert Replacement Project), CIP 20-06.

Prepared By: Mark Miller, Associate Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Project Location Map
3. Mitigation and Monitoring Program
4. Notice of Determination

CITY COUNCIL RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE MITIGATED NEGATIVE DECLARATION FOR THE STORM
DRAINAGE OUTFALL CHANNEL OUTLET STRUCTURE PROJECT (YBWL
CULVERT REPLACEMENT PROJECT), CIP 20-06**

WHEREAS, the City of Woodland has identified the Storm Drainage Outfall Channel Outlet Structure (the “Project”, also referred to as the Yolo Bypass West Levee Culvert Replacement Project), CIP 20-06 to be a priority; and

WHEREAS, an Initial Study was prepared for the proposed Project, which concluded that the Project would not have a significant effect on the environment with implementation of certain mitigation measures; therefore, a Mitigated Negative Declaration (“MND”) was prepared; and

WHEREAS, the proposed work for the Project is covered under the MND. City staff has sought coverage with the Yolo HCP/NCCP (Habitat Conservancy Plan & Natural Community Conservation Plan) and will have a Certificate of Compliance for the work prior to issuance of the Notice to Proceed and the Project will implement all Avoidance and Minimization Measures identified by the Yolo HCP/NCCP; and

WHEREAS, pursuant to California State Law, the MND was circulated for a period of 31 days, from June 15, 2021 through July 16, 2021; and a Notice of Intent was published in the Woodland Daily Democrat on June 8, 2021; and

WHEREAS, a Mitigation and Monitoring Program has been prepared and includes all the mitigation measures presented in the Draft MND; and

WHEREAS, two comments on the Draft MND were received and neither comment requires a revision nor response in the Final MND; and

WHEREAS, Section 21000, *et. seq.*, of the Public Resources Code and Section 15000, *et. seq.*, of Title 14 of the California Code of Regulations (the “CEQA Guidelines”), which govern the preparation, content, and processing of Negative Declarations, have been fully implemented in the preparation of the Mitigated Negative Declaration; and

WHEREAS, the City of Woodland wishes to approve the Mitigated Negative Declaration, direct that a Notice of Determination be filed, adopt the Mitigation and Monitoring Program, and approve the proposed Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06.

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

Section 1 The City Council has considered the MND before making a decision on the proposed Project.

Section 2. An Initial Study was prepared for the proposed Project, and, on the basis of the whole record before the City, there is no substantial evidence that the Project will have a significant effect on the environment with the implementation of feasible mitigation measures; therefore, a MND has been prepared.

Section 3. The MND reflects the City Council's independent judgment and analysis.

Section 4. The MND has been prepared in compliance with CEQA and the State CEQA Guidelines and is determined to be complete and final.

Section 5. The City Council adopts the MND and the Mitigation and Monitoring Program.

Section 6. The City Council approves the Project.

Section 7. The MND and Mitigation and Monitoring Program are available on file with the City Clerk at 300 First Street, Woodland, CA 95695.

Section 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 17th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

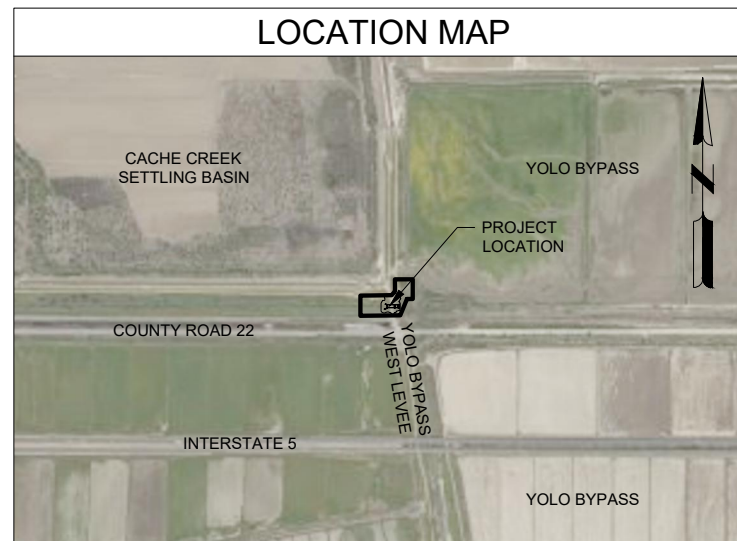
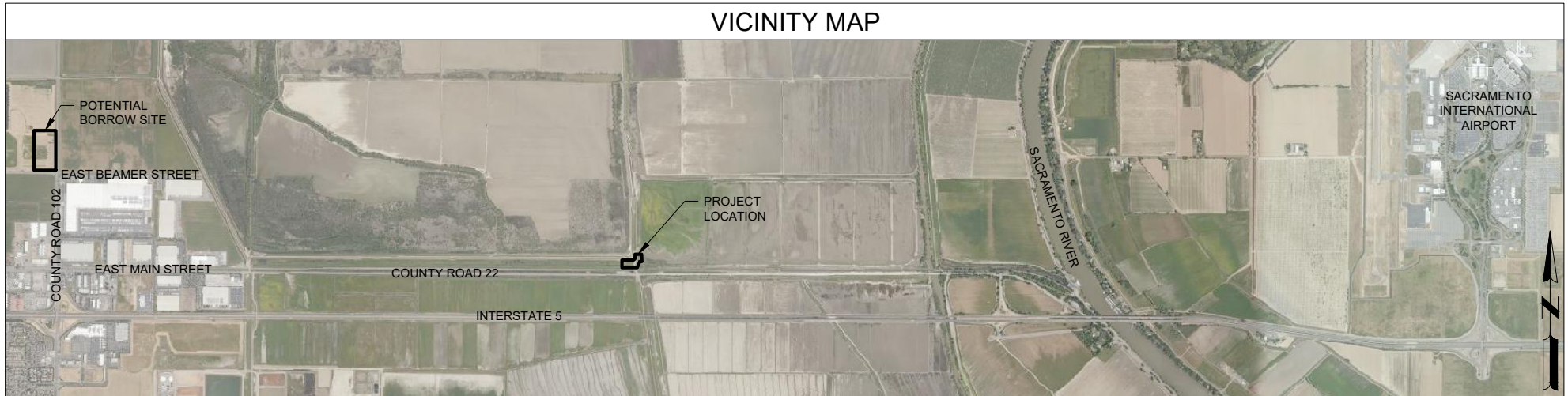
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CIP 20-06 Location Map
Storm Drainage Outfall Channel Outlet Structure Project
(Yolo Bypass West Levee Culvert Replacement Project)



MITIGATION AND MONITORING PROGRAM

Yolo Bypass West Levee Culvert Replacement Project

Public Resources Code Section 21081.6 and California Environmental Quality Act (CEQA) Guidelines Section 15097 require adoption of a Mitigation and Monitoring Program (MMP) for all projects for which an Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND) has been prepared. This MMP is based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed Yolo Bypass West Levee Culvert Replacement Project (Project). The purpose of the MMP is to provide the responsibility and timing of the implementation of mitigation measures identified as part of the environmental review for the Project. For each measure recommended in the IS/MND, the MMP includes the following information:

- A list of mitigation measures;
- The party responsible for implementing the mitigation measures;
- The method for compliance;
- The timing for implementation of the mitigation measure; and
- The agency/city department responsible for monitoring the implementation.

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project				
Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
BIO-1: Establish Buffers (Yolo HCP AMM1). Project proponents shall design projects to avoid and minimize direct and indirect effects of permanent development on the sensitive natural communities and covered species habitat by providing buffers, as stipulated in the relevant sensitive natural community Mitigation Measures and covered species Mitigation Measures. On lands owned by the project proponent, the project proponent will establish a conservation easement to protect the buffer permanently if that land is being offered in lieu of development fees. The project proponent will design buffer zones adjacent to permanent residential development projects to control access by humans and pets. Where existing development is already within the stipulated buffer distance (i.e., existing uses prevent establishment of the full buffer), the development will not encroach farther into the space between the development and the sensitive natural community. This Mitigation Measure does not apply to seasonal construction buffers for covered	City of Woodland	Included in design plans and construction specifications.	Prior to, and During Construction	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
species. A lesser buffer than is stipulated in the Mitigation Measures may be approved by the Yolo Habitat Conservancy (Conservancy), USFWS, and CDFW if they determine that the sensitive natural community or covered species is avoided to an extent that is consistent with the project purpose.				
BIO-2: Confine and Delineate Work Area (Yolo HCP AMM3). Where natural communities and covered species habitat are present, workers will confine land clearing to the minimum area necessary to facilitate construction activities. Workers will restrict movement of heavy equipment to and from the project site to established roadways to minimize natural community and covered species habitat disturbance. The project proponent will clearly identify boundaries of work areas using temporary fencing or equivalent and will identify areas designated as environmentally sensitive. All construction vehicles, other equipment, and personnel will avoid these designated areas.	City or Construction Contractor	Included in design plans and construction specifications.	Prior to and During Construction	City of Woodland
BIO-3: Control Fugitive Dust (Yolo HCP AMM5). Workers will minimize the spread of dust from work sites to natural communities or covered species habitats on adjacent lands.	City or Construction Contractor	Stabilize dust emissions on disturbed areas in the project area.	During and Following Construction	City of Woodland
BIO-4: Conduct Worker Training (Yolo HCP AMM6). All construction personnel will participate in a worker environmental training program approved/authorized by the Conservancy and administered by a qualified biologist. The training will provide education regarding sensitive natural communities and covered species and their habitats, the need to avoid adverse effects, state and federal protection, and the legal implications of violating the Environmentally Sensitive Area (ESA) and Natural Community Conservation Planning Act permits. A pre-recorded video presentation by a qualified biologist shown to construction personnel may fulfill the training requirement.	Qualified Biologist	Completion of required training.	Prior to and During Construction	City of Woodland
BIO-5: Avoid and Minimize Effects of Construction Staging Areas and Temporary Work Areas (Yolo HCP AMM8). Project proponents should locate construction staging and other temporary work areas for covered activities in areas that will ultimately be a part of the permanent project development footprint. If construction staging and other temporary work areas must be located outside of permanent project footprints, they will be located either in areas that do not support habitat for covered species, or are easily restored to prior or improved ecological functions (e.g., grassland and agricultural land). Construction staging and other	City or Construction Contractor	Included in design plans and construction specifications. Completion of cleanup and restoration of	Prior to, During and Following Construction	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
temporary work areas located outside of project footprints will be sited in areas that avoid adverse effects on the following: - Valley foothill riparian and fresh emergent wetland land cover types. - Occupied western burrowing owl burrows. - Nest sites for covered bird species and all raptors, including noncovered raptors, during the breeding season. Project proponents will follow specific Mitigation Measures for sensitive natural communities and covered species in temporary staging and work areas. For establishment of temporary work areas outside of the project footprint, project proponents will conduct surveys to determine if any of the biological resources listed above are present. Within 1 year following removal of land cover, project proponents will restore temporary work and staging areas to a condition equal to or greater than the covered species habitat function of the affected habitat. Restoration of vegetation in temporary work and staging areas will use clean, native seed mixes approved by the Conservancy that are free of noxious plant species seeds.		disturbed areas.		
BIO-6: Establish Resource Protection Buffers around Sensitive Natural Communities (Yolo HCP AMM9). The resource protection buffers for each sensitive natural community where impacts can be avoided are as follows. - Valley foothill riparian: One hundred feet from canopy drip-line. If avoidance is infeasible, a lesser resource protection buffer or encroachment into the sensitive natural community may be allowed if approved by the Conservancy and the wildlife agencies, based on the criteria listed in Mitigation Measure BIO-1 (Yolo HCP AMM1). Transportation or utility crossings may encroach into this sensitive natural community provided effects are minimized and all other applicable Mitigation Measures are followed. - Lacustrine and riverine: Outside urban planning units, 100 feet from the top of banks. Within urban planning units, 25 feet from the top of the banks. - Fresh emergent wetland: Fifty feet from the edge of the natural community.	City or Construction Contractor	Included in design plans and construction specifications. Contractor stays within construction limits.	Prior to, During and Following Construction	City of Woodland
BIO-7: Avoid and Minimize Effects on Wetlands and Waters (Yolo HCP AMM10). Project proponents will comply with stormwater management plans that regulate development as part of compliance with regulations under NPDES permit	City of Woodland	Compliance with NPDES permit and	Prior to, During and Following	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
requirements. Covered activities that result in any fill of waters or wetlands will also comply with requirements under Section 404 of the Clean Water Act, State Water Resources Control Board (State Board), Regional Board, and Fish and Game Code Section 1602 regulations. Other than requirements for resource protection buffers, minimizing project footprint, and species-specific measures for wetland-dependent covered species, the Yolo HCP/NCCP does not include specific best management practices for protecting wetlands and waters because they may conflict with measures required by the USACE, State Board, Regional Board, and CDFW.		permits issued by USACE, Regional Board, and CDFW.	Construction	
BIO-8: Cover Trenches and Holes during Construction and Maintenance (Yolo HCP AMM4). To prevent injury and mortality of giant garter snake, workers will cover open trenches and holes associated with implementation of covered activities that affect habitat for this species or design the trenches and holes with escape ramps that can be used during non-working hours. The construction contractor will inspect open trenches and holes prior to filling and contact a qualified biologist to remove or release any trapped wildlife found in the trenches or holes.	Construction Contractor	Included in plans and specifications and compliance with Yolo HCP and CDFW regulations.	Prior to and During Construction	City of Woodland
BIO-9: Minimize Take and Adverse Effects on Habitat of Giant Garter Snake (Incorporates applicable portions of Yolo HCP AMM15). Yolo HCP AMM 15 is modified to reflect that this project is a capital project that modifies aquatic habitat on both side of a levee. Reference to ongoing maintenance from Yolo HCP AMM 15 is not included. Because the project proponent will affect GGS habitat, the project proponent will implement the measures below to minimize effects of construction projects (measures for maintenance activities are described after the following bulleted list). ○ Conduct preconstruction clearance surveys using USFWS-approved methods within 24 hours prior to construction activities within identified giant garter snake aquatic and adjacent upland habitat. If construction activities stop for a period of 2 weeks or more, conduct another preconstruction clearance survey within 24 hours prior to resuming construction activity. ○ Restrict all construction activity involving disturbance of giant garter snake habitat to the snake's active season, May 1 through November 1. During this period, the potential for direct mortality is reduced because snakes are expected to move and avoid danger. The work window extension beyond the Yolo HCP/NCCP requirements of 1 October was authorized by the USFWS, CDFW, and the Conservancy in November 2020. In-channel work will be limited to June 1 through November 1 per Mitigation Measure 1-15, Special-	Qualified Biologist	Giant garter snake surveys conducted and compliance with Yolo HCP and CDFW regulations.	Prior to, During, and Following Construction	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
status Fish. ○ In areas where construction is to take place, encourage giant garter snakes to leave the site on their own by dewatering all irrigation ditches, canals, or other aquatic habitat (i.e., removing giant garter snake aquatic habitat) beginning as early as April 15 and extending through September 30. Dewatered habitat must remain dry, with no water puddles remaining, for at least 15 consecutive days prior to excavating or filling of the habitat. Project dewatering will begin June 1, as early as allowed by work windows to project special-status fish. Dewatered habitat must remain dry, with no water puddles remaining, for at least 15 consecutive days prior to excavating or filling of the habitat. If a site cannot be completely dewatered, netting and salvage of giant garter snake prey items may be necessary to discourage use by snakes. ○ As mentioned in Mitigation Measure BIO-4 (Yolo HCP AMM6), conduct environmental awareness training for all construction personnel. ○ A qualified biologist will prepare a giant garter snake relocation plan that must be approved by the Conservancy prior to work in giant garter snake habitat. The qualified biologist will base the relocation plan on criteria provided by CDFW or USFWS, through the Conservancy. ○ If a live giant garter snake is encountered during construction activities, immediately notify the project's biological monitor, USFWS, and CDFW. The monitor will stop construction in the vicinity of the snake, monitor the snake, and allow the snake to leave on its own. The monitor will remain in the area for the remainder of the workday to ensure the snake is not harmed or, if it leaves the site, does not return. If the giant garter snake does not leave on its own, the qualified biologist will relocate the snake consistent with the relocation plan described above. ○ Employ the following management practices to minimize disturbances to habitat. • Install temporary fencing mentioned in Mitigation Measures BIO-2 and BIO-6 (Yolo HCP AMMs 3 and 9). • Maintain water quality and limit construction runoff into wetland areas through the use of hay bales, filter fences, vegetative buffer				

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
strips, or other accepted practices. No plastic, monofilament, jute, or similar erosion-control matting that could entangle snakes or other wildlife will be permitted. • Include GGS habitat and identification information in the environmental awareness training for all personnel involved in maintenance activities. • To avoid collapses when re-sloping canal and ditch banks composed of heavy clay soils, clearing will be limited to one side of the channel during each maintenance year.				
BIO-10: Minimize Take and Adverse Effects on Habitat of Western Pond Turtle (Yolo HCP AMM14). If western pond turtle upland habitat will be affected by the project and there is a moderate to high likelihood of western pond turtle nests within the disturbance area, a qualified biologist will monitor all initial ground disturbing activity for nests that may be unearthed during the disturbance and will move out of harm's way any turtles or hatchlings found.	Qualified Biologist	Compliance with Yolo HCP.	Prior to, During, and Following Construction	City of Woodland
BIO-11: Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-Tailed Kite (Yolo HCP AMM16). If a construction project cannot avoid potential nest trees (as determined by the qualified biologist) by 1,320 feet, the project proponent will retain a qualified biologist to conduct pre-construction surveys for active nests consistent, with guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000), between March 15 and August 30, within 15 days prior to the beginning of the construction activity. The results of the survey will be submitted to the Conservancy and CDFW. If active nests are found during pre-construction surveys, a 1,320-foot initial temporary nest resource protection buffer shall be established. If project related activities within the temporary nest resource protection buffer are determined to be necessary during the nesting season, then the qualified biologist will monitor the nest and will, along with the project proponent, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed only to proceed within the temporary nest resource protection 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, and only with the agreement of CDFW and USFWS. The designated on-site biologist/monitor shall be on-site daily while construction-related activities are taking place within the 1,320-foot resource protection buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior. Up to	Qualified Biologist	Swainson's hawk and white-tailed kite surveys and compliance with Yolo HCP and CDFW regulations.	Prior to, During, and Following Construction	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
20 Swainson's hawk nest trees (documented nesting within the last 5 years) may be removed during the permit term, but they must be removed when not occupied by Swainson's hawks. For covered activities that involve pruning or removal of a potential Swainson's hawk or white-tailed kite nest tree, the project proponent will conduct pre-construction surveys that are consistent with the guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000). If active nests are found during pre-construction surveys, no tree pruning or removal of the nest tree will occur 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.				
BIO-12: Minimize Take and Adverse Effects on Least Bell's Vireo (Yolo HCP AMM19). The project will encroach within 500 feet of least Bell's vireo habitat. There are no breeding season records for the species within 0.25 mile of the covered activity within the previous 3 years. A qualified biologist will conduct planning-level surveys for active territories, consistent with USFWS (2001) guidelines, during the breeding season (April 1 to July 15). Operations and maintenance activities that do not occur during the breeding season and do not affect least Bell's vireo habitat are not required to conduct surveys or record searches, and no further avoidance or minimization is necessary for such activities. ○ If an occupied territory is discovered during planning-level surveys, or there is a record of the species occurring within 0.25 mile of the covered activity within the previous 3 years, the project proponent will design the project to avoid activities within 500 feet of suitable habitat, unless the Conservancy, USFWS, and CDFW approve a shorter distance. ○ If an activity occurs within 500 feet of suitable habitat during the breeding season, regardless of whether or not the species was detected during planning-level surveys or there are records for the species in the area, a qualified biologist will conduct pre-construction surveys, consistent with USFWS (2001) guidelines, during the same season when the activity will occur. If active territories are found, the project proponent will avoid activity within 500 feet of the habitat from April 1 to July 15. This resource protection buffer may be reduced with approval from the Conservancy, USFWS, and CDFW. ○ The project proponent will avoid disturbance of previous least Bell's vireo	Qualified Biologist	Least bell's vireo surveys and compliance with Yolo HCP, USFWS, and CDFW regulations.	Prior to, During, and Following Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
territories (up to 3 years since known nest activity) during the breeding season unless the disturbance is to maintain public safety. Least Bell's vireo uses previous territories; disturbance during the breeding season may preclude birds from using existing unoccupied territories. - The required resource protection buffer may be reduced in areas where barriers or topographic relief features are adequate for protecting the nest from excessive noise or other disturbance. Conservancy staff members will coordinate with the wildlife agencies and evaluate exceptions to the minimum resource protection buffer distance on a case-by-case basis. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. - If occupied territories are identified, a qualified biologist will monitor construction activities in the vicinity of all active territories to ensure that covered activities do not affect nest success.				
BIO-13: Minimize Take and Adverse Effects on Habitat of Tricolored Blackbird (Yolo HCP AMM21). The project cannot avoid tricolored blackbird habitat. A qualified biologist will check records maintained by the Conservancy (which will include CNDDDB data, and data from the tricolored blackbird portal) to determine if tricolored blackbird nesting colonies have been active in or within 1,300 feet of the project footprint during the previous 5 years. If there are no records of nesting tricolored blackbirds on the site, the qualified biologist will conduct visual surveys to determine if an active colony is present, during the period from March 1 to July 30, consistent with protocol described by Kelsey (2008). Operations and maintenance activities or other temporary activities that do not remove nesting habitat and occur outside the nesting season (March 1 to July 30) do not need to conduct planning or construction surveys or implement any additional avoidance measures. If an active tricolored blackbird colony is present or has been present within the last 5 years within the planning-level survey area, the project proponent will design the project to avoid adverse effects within 1,300 feet of the colony site(s), unless a shorter distance is approved by the Conservancy, USFWS, and CDFW. If a shorter distance is approved, the project proponent will still maintain a 1,300-foot resource protection buffer around active nesting colonies during the nesting season but may apply the approved lesser distance outside the nesting season. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible	Qualified Biologist	Tricolored blackbird surveys and compliance with Yolo HCP and CDFW regulations.	Prior to, During, and Following Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
from authorized areas.				
BIO-14: MBTA Birds and Birds of Prey. ○ If any site disturbance or construction activity for any phase of development begins outside the February 1 to August 31 breeding season, a preconstruction survey for active nests shall not be required. ○ If any site disturbance or construction activity for any phase of development is scheduled to begin between February 1 and August 31, a qualified biologist shall conduct a preconstruction survey for active nests from publicly accessible areas within 14 days prior to site disturbance or construction activity for any phase of development. The survey area shall cover the construction site and the area surrounding the construction site, including a 100-foot radius for MBTA birds, and a 500-foot radius for birds of prey. If an active nest of a bird of prey, MBTA bird, or other protected bird is not found, then further mitigation measures are not necessary. The preconstruction survey shall be submitted to the City of Woodland Community Development Department for review. ○ If an active nest of a bird of prey, MBTA bird, or other protected bird is discovered that may be adversely affected by any site disturbance or construction or an injured or killed bird is found, the project applicant shall immediately: ▪ Stop all work within a 100-foot radius of the discovery. ▪ Notify the City of Woodland Community Development Department. ▪ Do not resume work within the 100-foot radius until authorized by the biologist. ▪ The biologist shall establish a minimum 500-foot ESA around the nest if the nest is of a bird of prey, and a minimum 100-foot ESA around the nest if the nest is of an MBTA bird other than a bird of prey. The ESA may be reduced if the biologist determines that a smaller ESA would still adequately protect the active nest. Further work may not occur within the ESA until the biologist determines that the nest is no longer active.	Qualified Biologist	Preconstruction surveys and compliance with MBTA.	Prior to, During, and Following Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
BIO-15: Special-status Fish (Incorporates applicable portions of Yolo HCP AMMs 3, 6, 9, and 10) The project applicant shall implement the following measures to avoid or minimize impacts to special-status fish species. ○ 15a. Install Fencing and/or Flagging to Protect Sensitive Biological Resources. The fencing described in BIO-2 and BIO-6 (Yolo HCP AMMs 3 and 9) will be high-visibility. Fence installation will be directed and monitored by a qualified biologist and will be field fitted to account for onsite topography, substrate, etc. The City or contractor will ensure that the fencing is maintained throughout the duration of the construction period. If the fencing is removed, damaged, or otherwise compromised during the construction period, construction activities will cease until the fencing is repaired or replaced. The Project's special provisions package will provide clear language regarding acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs.	City or Construction Contractor	Included in design plans and construction specifications. Fencing/flagging installed and maintained.	Prior to and During Construction	City of Woodland
○ 15b. Conduct Mandatory Environmental Awareness Training for Construction Personnel. The environmental training mentioned in BIO-4 (Yolo HCP AMM6) above will also cover the following general restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on sensitive biological resources during project construction: ▪ Project-related vehicles and construction equipment will restrict off-road travel to the designated construction area. ▪ All food-related trash will be disposed of in closed containers and removed from the project site at least once a week during the construction period. Construction personnel will not feed or otherwise attract wildlife to the project site. ▪ To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.	Qualified Biologist	Completion of required training.	Prior to and During Construction	City of Woodland
○ 15c. Retain a Qualified Biologist to Conduct Monitoring During Construction in Sensitive Habitats. A qualified biologist will be retained by the City to monitor all construction activities that involve ground disturbance (e.g., vegetation removal, grading, excavation) within or immediately adjacent to ESAs	Qualified Biologist	Qualified Biologist on site for construction monitoring.	Prior to, During, and Following	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
(e.g., riparian vegetation, Outfall Channel, and active bird nests). The purpose of monitoring is to ensure that measures are properly implemented to avoid and minimize effects on sensitive biological resources and to verify that the project complies with all applicable permit requirements and agency conditions of approval. The biologist will verify that ESA fencing remains in place during construction and that construction personnel, equipment, or runoff/sediment from the construction area do not enter ESAs.			Construction	
o 15d. Protect Water Quality and Minimize Sedimentation Runoff in the Outfall Channel. In addition to complying with the plans mentioned in BIO-7 (Yolo HCP AMM10), the project will comply with all construction site BMPs specified in the Water Pollution Control Plan (WPCP) or Stormwater Pollution Prevention Plan (SWPPP) and any other permit conditions to minimize the introduction of construction-related contaminants and mobilization of sediment in the Outfall Channel. These BMPs will address soil stabilization, sediment control, wind erosion control, vehicle tracking control, non-storm water management, and waste management practices. The BMPs will be based on the best conventional and best available technology. The primary elements of the WPCP/SWPPP include the following: ▪ Description of site characteristics – including runoff and streamflow characteristics and soil erosion hazard – and construction procedures. ▪ Guidelines for proper application of erosion and sediment control BMPs. ▪ Description of measures to prevent and control toxic materials spills. ▪ Description of construction site housekeeping practices. In addition to these primary elements, the WPCP/SWPPP will specify that the extent of soil and vegetative disturbance will be minimized by control fencing or other means and that the extent of soil disturbed at any given time will be minimized. The WPCP/SWPPP must be retained at the construction site. The BMPs will be selected to achieve maximum sediment removal. The BMPs will represent the best available technology that is economically achievable. The City will conduct routine inspections of the construction area to verify that the BMPs are properly implemented and maintained. The BMPs will include, but are not limited to: ▪ Use only equipment in good working order and free of dripping or	City or Construction Contractor	Included in design plans and construction specifications. Compliance with SWPPP, and permits issued by USACE, Regional Board, and CDFW and implementation of BMPs.	Prior to, During, and Following Construction	City of Woodland

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
leaking engine fluids when working in and around the Outfall Channel. Perform all vehicle maintenance and refueling at least 50 feet from the Outfall Channel. Conduct any necessary equipment washing where the water cannot flow into the Outfall Channel. ▪ Prohibit the following types of materials from being rinsed or washed into the streets, shoulder areas, gutters, or Outfall Channel: concrete, solvents and adhesives, thinners, paints, fuels, sawdust, dirt, gasoline, and asphalt. ▪ Prevent project-related discharge of turbid water to the Outfall Channel by filtering the discharge using a filter bag, diverting the water to a settling tank or infiltration areas, and/or treating the water in a manner to ensure compliance with water quality requirements prior to discharging water to the Outfall Channel. ▪ Dispose of any surplus concrete rubble, asphalt, or other rubble from construction at a local landfill. ▪ Dewatering operation discharge, if needed, and runoff from disturbed areas must conform to the water quality requirements of the waste discharge permit issued by the Central Valley Regional Water Quality Control Board (RWQCB). ▪ Apply temporary erosion control measures through the duration of construction, such as sandbagged silt fences; measures will be removed after the working area is stabilized or as directed by the engineer. Soil exposure will be minimized through use of temporary BMPs, groundcover, and stabilization measures. Exposed dust-producing surfaces will be sprinkled daily, if necessary, until wet; this measure will be controlled to avoid producing runoff. ▪ Conduct periodic maintenance of erosion and sediment control measures. ▪ Plant an appropriate seed mix of native or naturalized species on disturbed areas upon completion of construction. ▪ Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways. Side slopes will not be steeper than 2:1. All stockpile areas will be				

Mitigation Monitoring Plan for Yolo Bypass West Levee Culvert Replacement Project

Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
surrounded by a filter fabric fence and interceptor dike. - Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattles, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area. - Use other temporary erosion control measures (such as silt fences, staked straw bales/wattles, silt/sediment basins and traps, check dams, geofabric, sandbag dikes, and temporary revegetation or other ground cover) to control erosion from disturbed areas as necessary. - Avoid earth or organic material from being deposited or placed where it may be directly carried into the Outfall Channel. The project will obtain verification from the Corps that the work is authorized under Section 404 and 408 of the Clean Water Act (CWA). The project will obtain a 401 water quality certification from the Central Valley RWQCB and Streambed Alteration Agreement from CDFW that may contain additional BMPs and water quality measures to ensure the protection of water quality.				
15e. Limit All In-Channel Activities to 1 June to 1 November. The City will require the contractor to conduct all in-channel activities between 1 June and 1 November, unless earlier or later dates for in-channel construction activities are approved by CDFW and NMFS. In-channel construction is defined as creek bank and channel bed construction below the OHWM, including the installation of the temporary diversion/dewatering structure, excavation, and grading activities. By requiring contractors to adhere to these dates for in-channel construction, the project will avoid and minimize project effects on fish.	City or Construction Contractor	Included in construction specifications. In-channel work limited to June 1 – November 1 work window.	Prior to, During, and Following Construction	City of Woodland
15f. Utilize Acceptable Fish Screens During Dewatering Activities. To avoid minimize the potential for aquatic species entrainment, pump intakes will be placed away from complex vegetated banks that may contain habitat for these species. The project will implement the use of a screen in accordance with the NMFS (1997) Juvenile Fish Screen Criteria for Pump Intakes.	City or Construction Contractor	Included in design plans and construction specifications.	Prior to, During, and Following Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
CUL-1: Implement measures in Yocha Dehe Wintun Nation Standard Monitoring Agreement. The following measures have been excerpted or summarized from the Yocha Dehe Wintun Nation Standard Monitoring Agreement; all measures and stipulations in the Monitoring Agreement 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 recommendations 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 24 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). 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	City or Construction Contractor	Appropriate notification and handling of any cultural materials discovered	Prior to, and During Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
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. Tribal monitors. Tribal monitors may be present during initial ground disturbing operations at the site.				
CUL-2: Unanticipated Discovery. If previously unknown cultural materials are discovered during construction activities work in the area will cease and the City shall make reasonable effort to avoid or minimize adverse effects and the procedures specified in 36 CFR §800.13(3) shall be followed.	Qualified Archaeologist	Appropriate handling of any cultural materials discovered	During and Following Construction	City of Woodland
CUL-3: Human Remains Discovery. If human remains are discovered anywhere on the site, work shall immediately stop in the vicinity of the discovery and the Yolo County Coroner will be contacted. The coroner will determine if the human remains are subject to his/her authority within 48 hours. If the coroner determines the human remains are not subject to his/her authority, the Coroner shall call the NAHC in Sacramento within 24 hours of his/her determination (Health and Safety Code 7050.5(b-c)). The NAHC will identify the person(s) it believes to be the "Most Likely Descendant" of the deceased Native American. The Most Likely Descendant may inspect the discovery and recommend means for treating or disposing, with appropriate dignity, the human remains and associated grave goods within 48 hours	Yolo County Coroner	Appropriate handling of any human remains discovered	During and Following Construction	City of Woodland

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Mitigation Measure	Responsibility for Implementation	Compliance Criteria	Timing of Compliance	Responsibility for Monitoring Compliance
of being granted access to the discovery (Public Resources Code Section 5097.98).				
NOTES: CDFW = California Department of Fish and Wildlife City = City of Woodland NAHC = California Native American Heritage Commission NPDES = National Pollution Discharge Elimination System Regional Board = Central Valley Regional Water Quality Control Board USACE = United States Army Corps of Engineers USFWS = United States Fish and Wildlife Service Yolo HCP = Yolo County Habitat Conservation Plan				

2.0 Best Management Practices

In addition to the Mitigation Measures included in Section 1, the City will require its contractor to implement the following Best Management Practices (BMPs) to further minimize construction-related effects.

Dust Control Measures. The following dust control measures will be implemented during construction of the project to reduce construction fugitive dust PM10 emissions.

1. All material excavated, stockpiled, or graded shall be sufficiently watered, treated, or covered to prevent fugitive dust from leaving the property boundaries and causing a public nuisance or a violation of an ambient air standard. Watering should occur at least twice daily, with complete site coverage.
2. All inactive portions of the development site or storage piles shall be covered, seeded, or watered until a suitable cover is established. Alternatively, the applicant may apply County-approved non-toxic soil stabilizers (according to manufacturer's specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours).
3. Any material transported on- or off-site shall be either sufficiently watered or securely covered to prevent public nuisance, and there must be a minimum of two feet of freeboard in the bed of the transport vehicle.

Minimize Construction Equipment Exhaust. In order to reduce emissions from construction equipment, the following emissions reduction measures will be implemented during construction:

1. All equipment shall be maintained and properly tuned in accordance with manufacturer's specifications.
2. **Heavy equipment shall be turned off rather than being allowed to idle for more than five minutes.**

Hazardous Materials Control. The following hazardous materials control BMPs shall be implemented during construction:

1. Vehicles and equipment shall be inspected daily for oil, fuel, and other leaks. Leaking equipment shall be repaired immediately or removed from the job site.
2. All workers shall be informed of the importance of preventing spills and appropriate storage and handling procedures, and measures to take in the event of an accidental release. The phone number for the agency overseeing hazardous materials and clean up shall be provided.

Provide Sediment and Erosion Control Measures during Construction Activities. To minimize soil erosion, sediment and erosion control best management practices will be developed and implemented during construction activities. Disturbed areas will be seeded following construction (see Mitigation Measures BIO-7 and BIO-15).

Storm Water Pollution Prevention Plan. A SWPPP will be developed and implemented for this project to minimize potential impacts to water quality (see Mitigation Measures BIO-7 and BIO-15). The SWPPP will include a description of construction activities, identification of any potential pollutant sources, handling and disposal of solid waste, chemicals, potential pollutants, and hazardous materials to be used and methods for safekeeping, clean out and disposal of ready-mix concrete, storage and dispensing of fuel and lubricants, methods for spill prevention and control and description of any BMPs that will be implemented to control and reduce the pollutants identified.

Construction contractors will adhere to California erosion and sediment control programs as required by the SWPPP developed for the project.

Fire Prevention Requirements

To minimize the potential for wildfires, fire prevention best management practices developed and implemented during construction activities including:

1. No burning will take place on this project.
2. Welding, air-arc gouging, oxy-acetylene cutting, and grinding of pipe, steel or rebar is referred to as Hot Work. Grinding/saw cutting of concrete/shotcrete surfaces is also considered Hot Work. Hot work will be monitored at all times. Areas where hot work is being performed will be cleaned to mineral soil, and all brush, duff and other organics will be cleared a minimum of 10 feet away. Work pieces will be allowed to cool before being moved and will be cooled before the site is closed each night. Extinguishers will be maintained at all sites where hot work is being performed. A shovel and a five-gallon supply of water will also be available.
3. Smoking may only be done in vehicles, on roads, or areas cleared to mineral soil for a diameter of at least three feet.
4. Vehicles and equipment can be ignition sources resulting from hot exhaust sparks, catalytic converters, hot brakes, and vehicle fires. Equipment used on the site will be maintained with spark arrestors as appropriate. Fire extinguishers will be maintained on all vehicles.

Notice of Determination**Appendix D****To:**

☒ Office of Planning and Research
 U.S. Mail: _____ Street Address: _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

☒ County Clerk
 County of: Yolo
 Address: 625 Court Street # B01
 Woodland, California 95695

From:

Public Agency: City of Woodland
 Address: 300 First Street
 Woodland, CA 95695
 Contact: Mark Miller
 Phone: (530) 661-5968

Lead Agency (if different from above): _____

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2021060290

Project Title: Yolo Bypass West Levee Culvert Replacement Project

Project Applicant: City of Woodland

Project Location (include county): County Road 22 and Yolo Bypass West Levee, Yolo County

Project Description: The City proposes to replace three 48-inch culverts in the City's Outfall Channel with a single cast-in-place concrete culvert with four bays to accommodate projected buildout storm drainage flows of 1,443 cubic feet per second. The cast-in-place culvert will be approximately 115 feet long, 31 feet wide, and 8 feet tall with four 6-foot by 6-foot bays. Cast-in-place concrete headwalls will be constructed at the inlet and outfall structures. The individual bays will be fitted with flap gates at the outfall structure to prevent backflow from the Bypass and will include a gate shaft equipped with emergency isolation slide gates to enable the culverts to be completely sealed in the event of flap gate failure.

This is to advise that the City of Woodland has approved the above
 (☒ Lead Agency or ☐ Responsible Agency)

described project on August 17, 2021 and has made the following determinations regarding the above
 (date)
 described project.

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☐ were ☒ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Woodland City Hall, 300 First Street, Woodland, CA 95695

Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: H.15
SUBJECT: Construction Contract for Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: 1) Appropriate \$1,600,000 of additional Road Development Funds to the Project and appropriate \$350,000 of additional Water Enterprise Funds to the Project; and 2) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount not to exceed \$686,780 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$68,678) of the agreement amount; and 3) Approve a construction contract for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; award the construction contract in the amount of \$5,172,305.95 to Meyers and Sons Construction, LLC; authorize contract contingency up to 5% (\$258,615.30), and authorize the City Manager to execute the construction contract and change orders.

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget includes \$5,610,000 in funding for the Sports Park Drive Pedestrian Overcrossing project consisting of \$3,660,000 in funding identified from Capital Projects (Fund 501), \$1,450,000 in funding from Southeast Area Infrastructure funds (Fund 593) and \$500,000 from the Road Development Fund (Fund 582).

The Capital Projects funding is provided through various fees approved in project Development Agreements. The fees are collected as building permits are issued for the Spring Lake and mall expansion site developments. Because the timing of development can vary, the collection of fee revenues may not match the timing of project expenditures, and the City may need to rely on short-term internal borrowing of funds to complete the project. The Road Development fund will assist with the short-term borrowing in the event the project construction timing and expenditures outpace the collection of related development revenues.

With the recommended actions to appropriate \$1,600,000 of additional Road Development Funds (Fund 582) and to appropriate \$350,000 of additional Water Enterprise funding (Fund 210), the total budget will increase to \$7,560,000. Each of these funds has sufficient available reserve balances to provide the requested project funding.

It should be noted that the Road Development Fund is a fund that is paid by developers and used only for roadway capacity increasing projects such as traffic signals, road widenings, freeway interchanges and freeway overcrossings. The use of the Road Development Fund does not impact the balance of the City's road maintenance funding.

The project budget includes the costs for design, right of way, project management, construction management/inspection and construction.

Background:

The complete project consists of the design and construction of a bicycle/pedestrian crossing over State Route-113 along the alignment of Sports Park Drive to Farmers Central Road. This project, along with the planned

Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from County Road 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.

On April 1st, 2021, the City requested proposals for the Sports Park Drive Pedestrian Overcrossing Project from consultants on the City's construction management (CM) and Inspection on-call list established in 2018. After a thorough review of the submitted proposals, the selection committee determined that UNICO Engineering was the top rated consultant. Staff is currently negotiating the final contract amount with the consultant. Staff is requesting that Council approve the consultant agreement in an amount not to exceed \$686,780.

Discussion:

On June 15, 2021, Council approved plans and specifications for the project. At this meeting, staff noted that the project estimate had increased and that additional funding might be needed at project award. On August 5, 2021, the City received five bids for construction of the project.

Staff performed due diligence in reviewing the bids and the bids comply with the technical submittal requirements. The City received the following five responsive bids:

<u>Bid Summary</u>	
Bidder	Total Bid
Meyers and Sons Construction, LLC	\$5,172,305.95
Steelhead Constructors	\$5,895,049.33
Viking Construction	\$6,179,821.05
MCM Construction	\$6,476,834.49
Gordon Ball, Inc.	\$6,490,109.10

After reviewing the bid packages, staff determined that Meyers and Sons Construction, LLC was the lowest responsive, responsible bidder with a total base bid of \$5,172,305.95. This reflects an increase of more than \$1,000,000 over the consulting engineer's estimate. In reviewing the pricing with the consultant it is found that the bids were reflective of the significant increase in construction costs that have occurred during the pandemic. It was discussed if prices are anticipated to go back down and whether the City should consider rebidding the project at a future date. While it is possible prices could drop it is not anticipated as material and labor shortages are projected to remain and construction costs continue to remain elevated as unprecedented amounts of federal and state infrastructure funds begin to flow in the coming years. Staff is therefore recommending awarding the project to the lowest responsive bidder and proceeding with the project at this time.

To provide adequate construction management, specialized inspection and testing to comply with CalTrans mandated quality assurance requirements for the project, staff is requesting that Council approve a consultant services agreement with UNICO Engineering, in an amount not to exceed \$686,780.

Staff is also requesting that Council approve a construction contract contingency of up to 5% to account for unforeseen conditions, and a 10% contingency on the consultant contract for inspection of any additional work.

The construction costs have increased more than \$1,000,000 over estimated bid prices

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: 1) Appropriate \$1,600,000 of additional Road Development Funds to the Project and appropriate \$350,000 of additional Water Enterprise Funds to the Project; and 2) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount not to exceed \$686,780 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 10% (\$68,678) of the agreement amount; and 3) Approve a construction contract for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; award the construction contract in the amount of \$5,172,305.95 to Meyers and Sons Construction, LLC; authorize contract contingency up to 5% (\$258,615.30), and authorize the City Manager to execute the construction contract and change orders.

Prepared by: Sara Andreotti, Engineering Assistant

Reviewed by: Brent Meyer, 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
2. Project Location Map

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT
THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING
PROJECT CIP 17-22**

WHEREAS, the Sports Park Pedestrian Overcrossing Project, CIP 17-22 is funded in the Capital Budget including \$3,660,000 of Capital Projects Fund 501 funding, \$1,450,000 of Gibson Ranch Infrastructure Fund 593 funding and \$500,000 of Road Development Fund 582 for a total Project budget of \$5,610,000; and

WHEREAS, the City wishes to appropriate \$1,600,000 of Road Development Funds to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and

WHEREAS, the City wishes to appropriate \$350,000 of Water Enterprise Funds to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; 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 City Council approved the plans and specifications and authorized bid advertisement on June 15, 2021; and

WHEREAS, the City opened bids on August 5th, 2021, and of the five received bids, the lowest responsive, responsible bidder was Meyers and Sons Construction, LLC with a total bid in the amount of \$5,172,305.95; and

WHEREAS, the City wishes to award the construction contract to Meyers and Sons Construction, LLC in the amount of \$5,172,305.95 and authorize a contingency up to 5% (\$258,615.30); and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected through a qualifications based selection process; and

WHEREAS, the City wishes to approve the consultant services agreement for construction management and inspection services with Unico Engineering, Inc., in the amount of \$686,780 and authorize contingency up to 10% and authorize their 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 an appropriation of \$1,600,000 of Road Development Funds and an appropriation \$350,000 of Water Enterprise Funds to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22;

Section 2. The City Council hereby approves the construction contract with Meyers and Sons Construction, LLC in the amount of \$5,172,305.95. The City Manager is hereby authorized and directed to execute the contract and change orders up to 5% (\$258,615.30) of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 3. The City Council hereby approves the consultant services agreement with Unico Engineering, Inc., in the amount of \$686,780. The City Manager is hereby authorized and directed to execute the contract and change orders up to 10% (\$68,678) of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 4. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular City Council meeting held on the 17th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

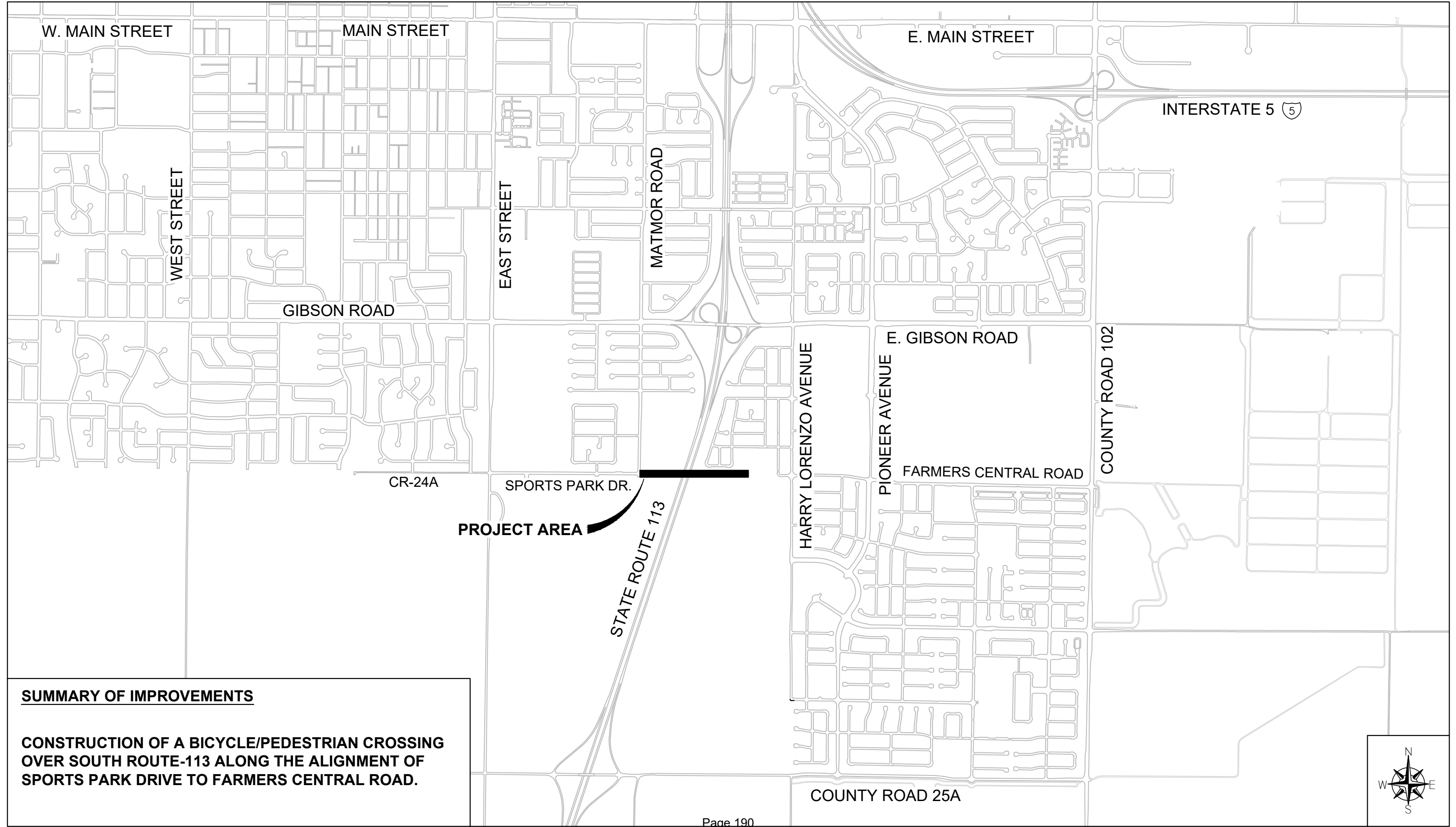
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT (CIP 17-22)
LOCATION MAP



SUMMARY OF IMPROVEMENTS

**CONSTRUCTION OF A BICYCLE/PEDESTRIAN CROSSING
OVER SOUTH ROUTE-113 ALONG THE ALIGNMENT OF
SPORTS PARK DRIVE TO FARMERS CENTRAL ROAD.**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: H.16
SUBJECT: Informational Presentation on Proposed Annexation

Recommendation for Action: Staff recommends that the City Council receive an informational presentation on the proposed annexation of six areas (Attachment-1), including Barnard Street, Westucky, Pirmi, Sports Park, Water Plant and the Northeast Area, into the City of Woodland.

Staff Contact:

Megan Meier, Associate Planner , (530) 661-5814, megan.meier@cityofwoodland.org
Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

The City has entered into an Agreement for Advance of Funds with the project applicants to cover fair share costs incurred in processing the annexation application for the Barnard Street, Westucky, and Northeast Areas, including all associated staff time review of the project and the use of professional service consultants under contract with the City for the preparation of technical studies and environmental analysis.

The City initiated portion of the project (Pirmi, Sports Park and Water Plant Areas) will be funded by the City through a General Fund allocation in the amount of \$50,000.

As part of the annexation proposal evaluation for the Barnard Street, Westucky, Water Plant, Sports Park and Pirmi Areas, a fiscal impact analysis shall be prepared to identify the net fiscal impact of the project on the City. It is anticipated that once annexation is complete the City will see some level of tax relief from the City owned properties as a result of the City capturing taxes otherwise allocated to the County and the potential for greater tax revenue capture over time as some of the City parcels receive improvements. For these same areas, the City and the County will be required to negotiate and adopt a Property Tax Sharing Agreement prior to annexation approval that allows the City to recover a portion of the taxes collected by the County. A Tax Share Agreement has already been approved for the Northeast Area.

Background:

Upon adoption of the City's 2035 General Plan Update in May 2017, six areas located within the City's Urban Limit Line (ULL) and Sphere of Influence (SOI), but outside of the city's municipal boundary/city limit were identified as potential near-term annexation areas due to their location, development status or potential, and/or ownership (i.e. City owned properties proximate to the existing City municipal boundary) (see Attachment 1). Two of the six areas and one single parcel include existing Memorandums of Understanding (MOU) with the City for certain city services in exchange for annexation into the city at a later date (see Barnard Street and Westucky Area descriptions below). Each of the six areas currently proposed for annexation is served by City Fire and Police services through an agreement with the County.

Prompted by the individual annexation applications/requests of property owners of two of the six areas noted above, the Barnard Street and Northeast Areas, city staff is analyzing the four additional areas also considered for near-term annexation as noted above which is anticipated to save staff time and cost.

This item, presented to City Council on August 17, is intended as an informational item to inform the City Council of pending/proposed annexation applications. While no formal action is required of City Council on August 17, guidance to staff regarding these entitlements is welcomed. It is anticipated that a formal

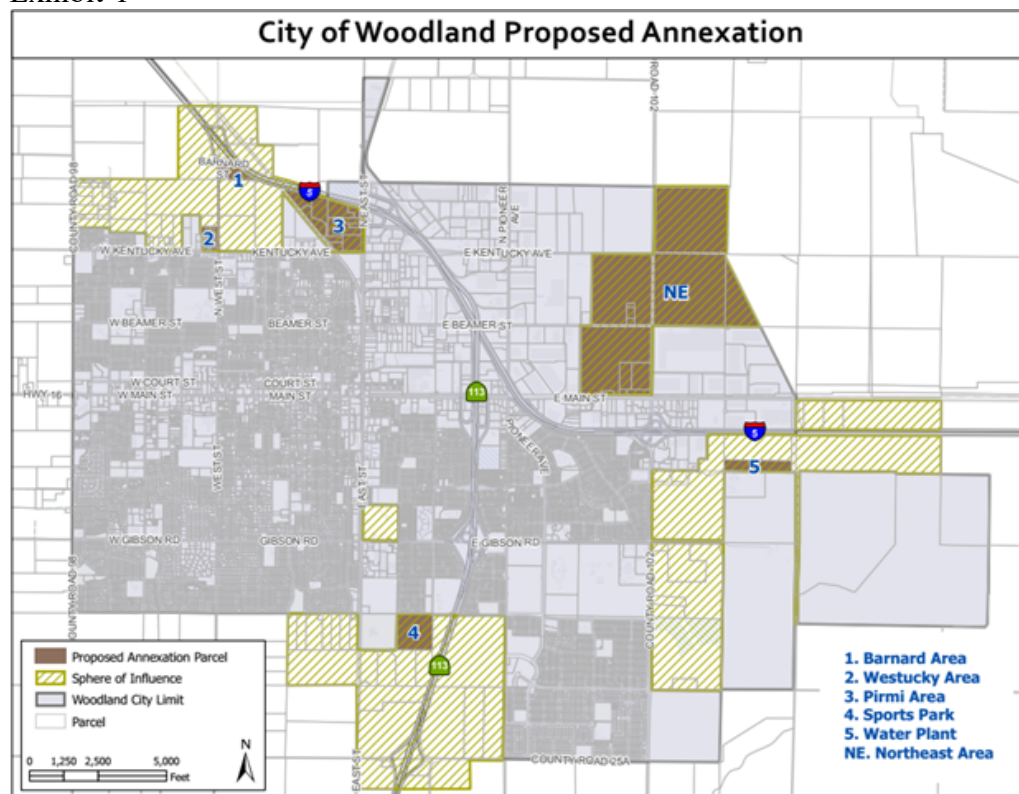
recommendation on the Northeast Area annexation will be presented to the Planning Commission and City Council in the October/November timeframe as further described below. The remaining five areas will follow on after a tax share agreement is approved by the City and County.

Discussion:

The proposed annexation areas identified in the following exhibit (see also Attachment 1) are a combination of City initiated and owner initiated proposals. The City of Woodland is currently in preliminary discussions with Yolo County and the Local Agency Formation Commission (LAFCo) regarding the proposed annexation areas. Discussion with LAFCo is to establish inter-jurisdictional understanding in evaluation and to ensure adherence to applicable jurisdictional policies and goals. A description of each area and annexation rationale is provided below.

The City has identified a number of properties in these annexation areas that are also owned by the City and are currently located outside of the municipal boundary but within the City's SOI/ULL. These include parcels next to the City's Water Treatment Plant (APN: 027-852-007) and Sports Park Area (APN: 041-080-002), Northeast Area (APN: 027-360-045) as well as two parcels (APN:027-340-027, 033) in the Pirmi rice processing plant area (see Pirmi Area Map) west of East Street south of Interstate-5. Annexation of these parcels will bring properties currently owned and managed by the City into the City limit and gain some level of tax relief through annexation as described below.

Exhibit-1



Proposed Annexation Areas:

#1 - BARNARD STREET AREA – 11.46 ACRES

Assessor Parcel Numbers: 027-430-001, 002, 003, 004, 005

General Plan Land Use Designation: Flood Study Area (FSA)

Proposed Pre-Zoning Designation: Flood Study Area (FSA)

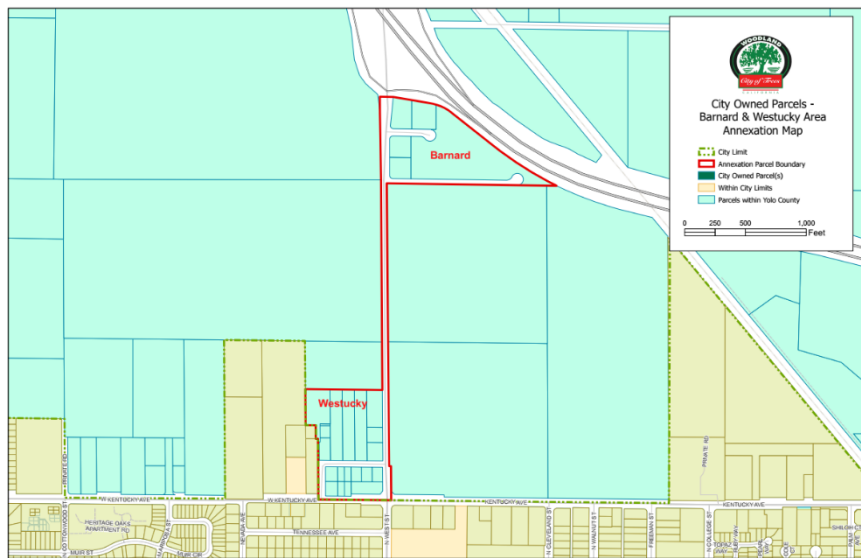
The Barnard Street Area is located at the intersection of County Road 99 and south of Interstate-5 as shown in Exhibit-2. Over the years, the City has received a number of requests from Yolo County to review proposed

development projects within the Barnard Street Area as the City currently provides sewer and water service to this area. Further, as noted above, an MOU is in place with the property owners to annex upon request of the City in exchange for services provided. The County is currently in the process of entitling two new service/gas stations at this location.

Additionally, the Barnard area is designated in the City’s General Plan as a Flood Study Area due to the flood risk from the Lower Cache Creek. The City is actively pursuing a Flood Risk Management Project that will address some of the flood issues in the surrounding area and as more development is proposed around the Barnard Street Area it is imperative that the City have oversight to make sure future development is in line with the approved flood solution. Also the City is currently providing services to the Barnard Area under the MOU and now that additional development is moving forward under County review, the City is looking to receive a fair share of the tax revenue from the areas we currently service.

The City has had ongoing communication with Yolo County and the property owners with active development proposals in this area to coordinate annexation with the current project review occurring with Yolo County. A tax sharing agreement with Yolo County will be required as a component of annexation.

Exhibit-2



#2 - WESTUCKY AREA – 6.98 ACRES

Assessor Parcel Numbers: 027-081-002, 003, 004, 012, 013, 027-082-001, 002, 012, 014, 015, 016, 019, 022, 023, and 024.

General Plan Land Use Designation: Industrial/Light Industrial Overlay (I/LIO)

Proposed Pre-Zoning Designation: Industrial/Light Industrial Overlay (I/LIO)

The Westucky Area is a small residential pocket located at the northwest corner of Kentucky Avenue and County Road 99 as shown in Exhibit-2. As part of State annexation requirements through LAFCo and outlined in the Cortese-Knox-Hertzberg Act (CKH), disadvantaged areas must annex along with any surrounding areas slated for possible annexation. The Westucky Area falls under these State guidelines and will therefore be evaluated for annexation with the adjoining Barnard Street Area.

Additionally, in 2016, as part of the Memorandum of Understanding (MOU) between the City of Woodland and Yolo County, the fifteen (15) parcels located within the Westucky Area (APNs listed above) were identified for the extension of water and sewer service (Resolution No 2016-09/LAFCO No. 921). Each property owner in the subject territory signed an associated agreement with the City of Woodland approving the service extension and agreeing to annexation upon future request of the City.

The City is now looking to fulfill the terms of the agreement with the annexation of the Westucky parcels. The City is reaching out to all property owners that are part of the original agreement (as well as current property owners, if different) to provide notification of the proposed annexation.

#3 - PIRMI AREA – 76.43 ACRES

Assessor Parcel Numbers: APNs: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038.

General Plan Land Use Designation:

Industrial/Light Industrial Overlay (IN/IF)

Industrial/Light Industrial Overlay (IN/IF) and Flood Study Area (FSA)

Public/Quasi Public (PQ)

Proposed Pre-Zoning Designation:

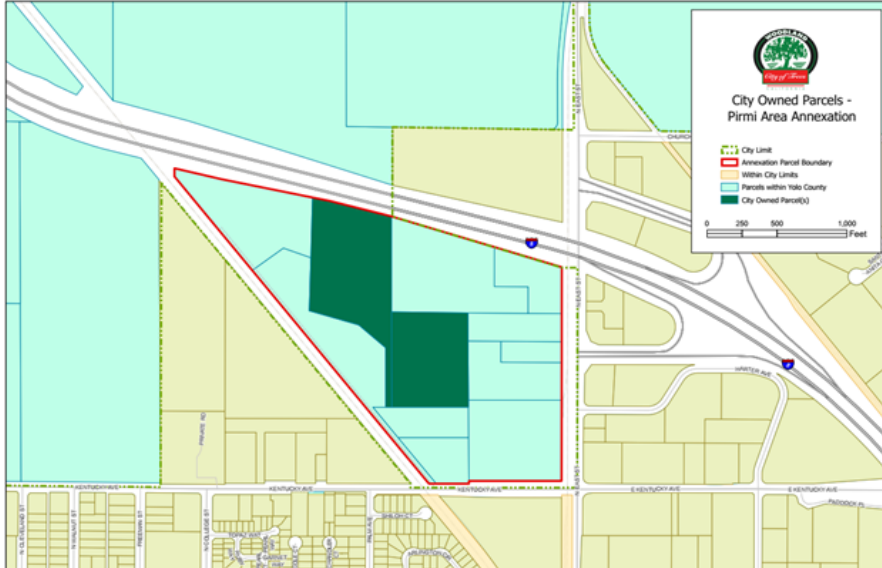
Industrial/Light Industrial Overlay (I/LIO)

Industrial/Light Industrial Overlay (I/LIO) and Flood Study Area (FSA)

Public/Quasi Public (PQ)

The Pirmi Area Annexation is located in the northwest corner of Kentucky Avenue and East Street, just south of Interstate-5. The Pirmi Area is identified by the City as a potential annexation area because of its proximity to existing Industrial and Light Industrial areas/uses already located within the City of Woodland. A majority of the area is developed with industrial uses such as agricultural processing, trucking and heavy equipment storage. The area is surrounded almost entirely by developed property already located within the City of Woodland. Additionally, the City owns property (stormwater basin) within this area, see Exhibit-3 below. Annexation of this area will bring entitlement oversight under the jurisdiction of the City and will allow future new development or expanding businesses the ability to more easily connect to City water and sewer service without an out-of-agency agreement or MOU.

Exhibit -3



#4 - SPORTS PARK PARCEL – 39.66 ACRES

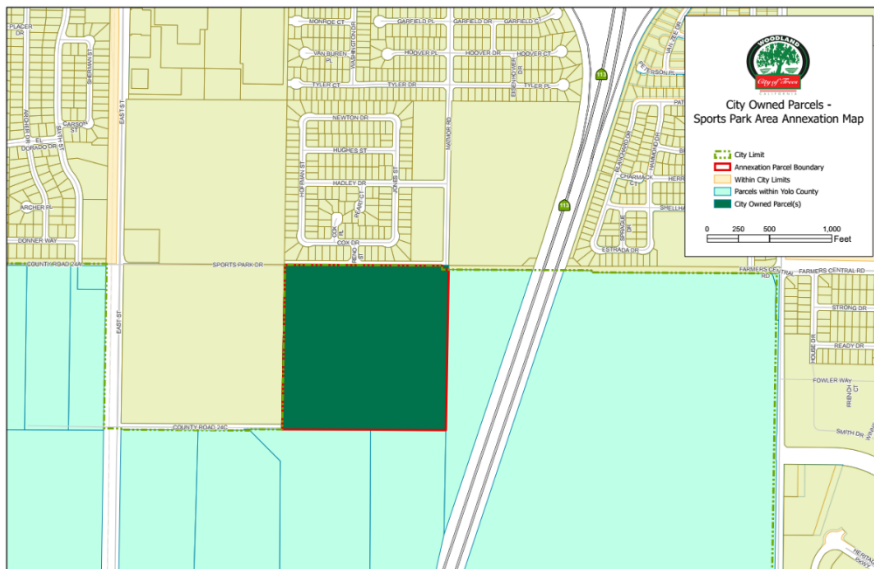
Assessor Parcel Numbers: 041-080-002

General Plan Land Use Designation: Public/Quasi Public (PQ)

Proposed Pre-Zoning Designation: Public/Quasi Public (PQ)

The Sports Park Parcel is located east of the existing City Community Center and baseball diamonds, just south of Sports Park Drive, as shown in Exhibit-4. This is a City owned parcel and is being proposed for annexation for future community recreational uses. Any proposed Capital Improvement Project by the City for the parcel will be able to proceed uninhibited if the City has full control of the parcel within the City limits.

Exhibit - 4



#5 - WATER PLANT PARCEL – 21.65 ACRES

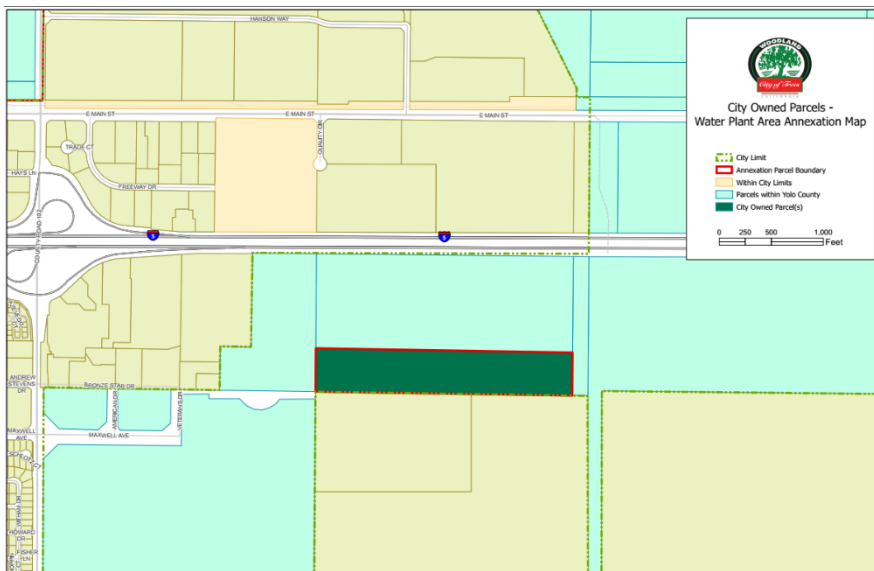
Assessor Parcel Numbers: 027-852-007

General Plan Land Use Designation: Regional Commercial (RC)

Proposed Pre-Zoning Designation: Regional Commercial (RC)

The parcel identified for annexation next to the City Water Plant is located just north of the existing Water Treatment Plant pond area that is already within the City limits (Exhibit -5). This City owned parcel serves as a drainage facility for the Gateway Center and is being recommended for annexation to the city as it is a component of the City's infrastructure network.

Exhibit - 5



NE - Northeast Area – 610 acres

Assessor Parcel Numbers: 027-210-007; 027-350-001, -051; 027-360-042, -043, -044,-045; 027-370-008, -009, -019, -029, -034, -035

General Plan Land Use Designation: Industrial (I) and Flood Study Area (FSA)

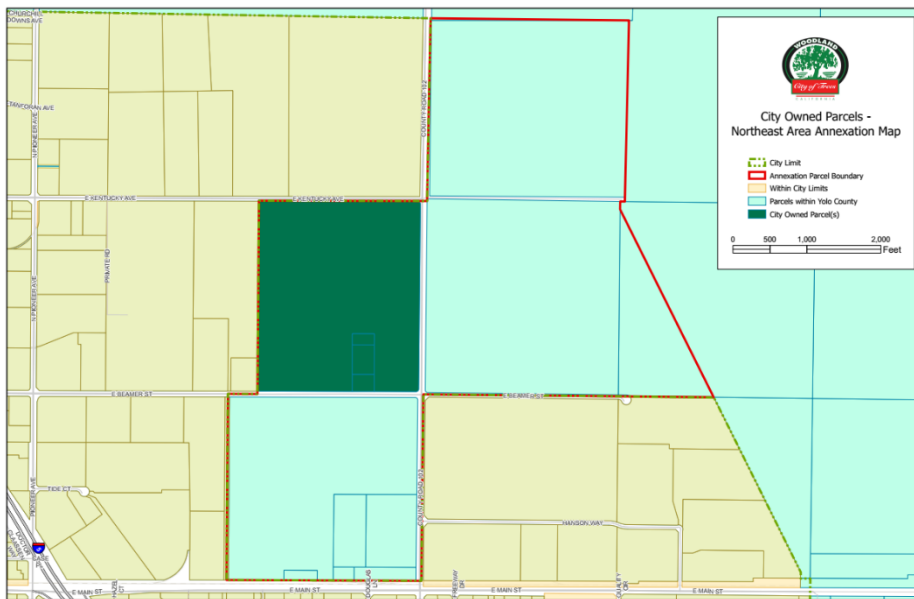
Proposed Pre-Zoning Designation: Industrial (I) and Flood Study Area (FSA)

Annexation of the Northeast Area, located west and east of CR102, north of E. Main Street (Exhibit -6), was initiated by three of the majority property owners in the area to provide more “shovel ready” sites for future development consistent with the land use and zoning designations of the Woodland General Plan and Zoning Code. A majority of the Northeast Area is currently undeveloped. There are no immediate plans for development; however, annexation would allow for a more streamlined process when and if future development should occur. Pre-zoning for the site would be consistent with the General Plan’s Industrial and Flood Study Area Land Use Designations for the area.

The City owns one, 123-acre parcel included within the Northeast Area annexation proposal where it maintains existing stormwater management facilities. Friends of Mission owns approximately 3.75 acres immediately adjacent to the city parcel, north of Beamer Street, where the new homeless shelter is located. Additional developed properties within the Northeast Area include the Adams Grain Co facility, Woodland Welding Works and Sierra Railroad Co.

Much of the Northeast Area is located within a 100 and 200 year flood plain. Any future development would be subject to offsite flood impact analysis and would likely require elevated building pads above the floodplain. As previously noted, a Tax Share Agreement is in place for the Northeast Area, which may allow annexation of this area to move forward on a more streamlined process relative to the other annexation areas.

Exhibit - 6



Annexation Process:

The environmental review and annexation evaluation process is anticipated to take three to five months to complete. One step in annexation is “prezoning,” which provides a preliminary zoning designation in anticipation of formally completing the annexation process. Zoning becomes effective upon annexation. It is anticipated that prezoning and eventual zoning will be consistent with the 2035 General Plan’s land use designation for each annexation area.

Additionally, the annexation will require a General Plan amendment for the municipal boundary adjustment and in some cases Development or Pre-Annexation Agreements to establish high-level expectations of properties that are annexing into the City. A list of anticipated entitlements is outlined below.

Entitlements

City of Woodland:

- Prezoning Authorization
- Petition for Annexation
- General Plan Amendment (municipal boundary adjustment)
- Development Agreement / Conditions of Approval
- Tax Sharing Agreement (for Areas 1, 2, 3)

Local Agency Formation Commission:

- Annexation Approval

City's Role

As the first step in annexation, the City must adopt an ordinance to pre-zone the property being annexed. The recent adoption of the General Plan provided the annexation areas with a land use designation but did not actually pre-zone the individual properties with the associated zoning designations. This action is called "prezoning" because the zones will only apply to the property once the annexation is formally completed. All proceedings will be held as public hearing items and noticed according to State Law.

Next, the City Council adopts a Resolution of Intention to annex the land within the boundaries of the annexation areas pursuant to the Cortese-Knox-Hertzberg Act (CKH). The resolution indicates that the proposed annexation is in compliance with the adopted SOI and ULL, delineates the boundary of the annexation request and is accompanied by a plan for services to the area not currently receiving all City services. The Resolution of Intention for annexation will include authorization for the Community Development Director to file an application with LAFCo.

The Resolution of Intention and the pre-zoning action/authorization become part of the annexation application to LAFCo.

Annexation ultimately requires LAFCo to review and the annexation is the process of the City adding territory or land to be included within City's boundaries. When land has not been annexed, but is located within our SOI, the County has control over development rights.

Pre-Annexation & Tax Sharing agreements

Similar to a Development Agreement the use of a Pre-Annexation agreement may be used with some of the annexation areas where future development may occur. The agreements can address issues such as future development entitlements, continuation of existing uses, stormwater facilities, water supply and wastewater facilities.

Additionally, prior to formal annexation application to LAFCo the City will engage a sub-consultant for a fiscal impact analysis of the annexation areas (excluding the Northeast area) and support for the revenue sharing agreement negotiations with Yolo County.

LAFCo Role

Once an application is made to LAFCo, LAFCo will similarly notify property owners of the formal annexation application proceedings. Attachment-3 provides an excerpt from the Yolo County LAFCo Project Policies publication which describes the annexation application and process. Ultimately, the LAFCo Board must vote to approve or deny the application in a public hearing. LAFCo will forward the boundary changes to the County Recorder and to the State of California to be enacted.

Property Owners Role

The Pirimi and Northeast Area annexations are the only two areas that are not under an MOU with the City and would have the ability to protest annexation. However, if all property owners are party to the annexation application to LAFCo, the annexation will take effect immediately following LAFCo Board

action. Alternatively, if all property owners are not a party to the application, a 30-day protest period following the LAFCo Board action provides owners an opportunity to challenge the Board decision and request LAFCo reconsideration of the action. The City will attempt to contact all property owners and all property owners will receive public notices for each public hearing prior to City Council approval.

Public Notification:

Staff has been in contact directly and/or has mailed a courtesy notice to all property owners within each of the proposed annexation areas. The notice described the proposed annexation areas along with relevant parcel and background information on any supporting MOU agreements with annexation requirements. Additionally, the notice provided a brief overview of the annexation process and addressed frequently asked questions as well as provided city staff contact information for questions.

Prior to formal action on the Rezoning and Resolution of Intention, a formal public hearing notice will be mailed to all property owners within the proposed annexation areas, a notice will be published in the Daily Democrat, and a public hearing will be held before both the Planning Commission and City Council where the public will have an opportunity to provide comments in person or in writing.

Environmental Review:

Annexations are projects subject to the environmental review requirements of the California Environmental Quality Act (CEQA). A CEQA Initial Study and environmental determination is currently underway and will be completed prior to formal action by the Planning Commission and City Council for each of the proposed annexation areas.

General Plan Consistency:

General Plan Policy 2.B.6 Other Development in Unincorporated Areas within the ULL. *Prior to the provision of City services to unincorporated areas within the ULL, require those unincorporated properties to be annexed into the City, or require a conditional service agreement to be executed agreeing to annex when deemed appropriate by the City.*

General Plan Consistency: Three of the proposed annexation areas are currently connected to sewer and water services and annexation will fulfill the requirement in the signed MOUs for these areas to annex upon request of the City. City services are available proximate to the remaining proposed annexation areas. Annexation will allow future development the ability to connect to these city services without the need for a conditional or out-of-agency services agreement. All areas are currently served by City Fire and Police. All areas are also currently served by Waste Management, although service rates will be reduced for properties annexing into the city.

Policy 2.B.3 Tax Sharing. As new growth areas are annexed to Woodland, advocate for favorable tax-sharing agreements that ensure that the City receives the revenues necessary to support the required municipal services and infrastructure required in new growth areas.

General Plan consistency: A fiscal impact analysis will be completed and tax share agreement will be completed prior to annexation of the all areas excluding the Northeast area that already has an agreement.

Conclusion:

Staff recommends that the City Council receive an informational presentation on the proposed annexation of six areas (Attachment 1), including Barnard Street, Westucky, Pirmi, Sports Park, Water Plant and the Northeast Area, into the City of Woodland.

Prepared By: Megan Meier, Associate Planner
Erika Bumgardner, Principal Planner

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

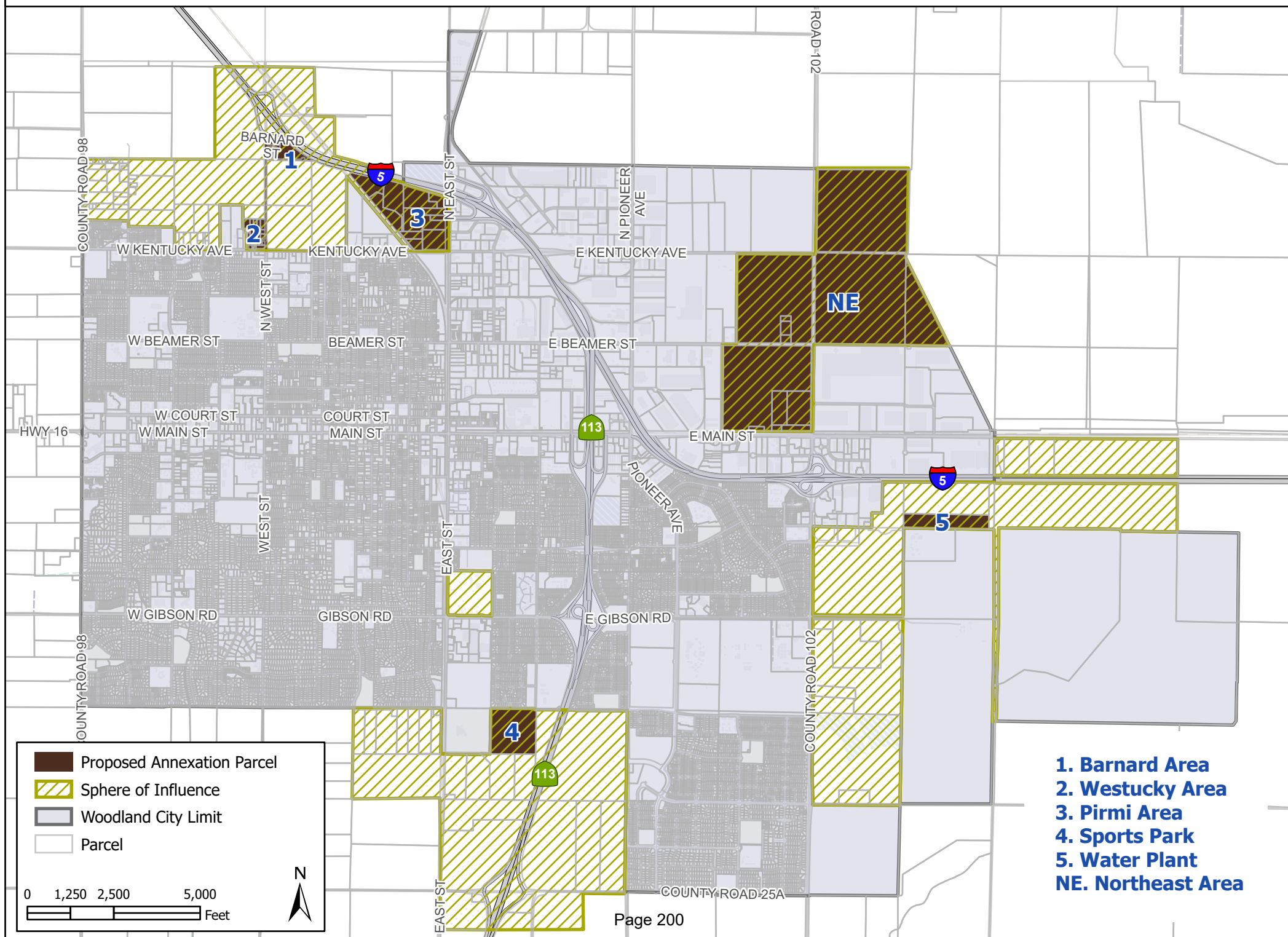
A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Annexation Areas Map
2. Pirmi Area Map_City Owned Parcels
3. Yolo County LAFCO Project Policies

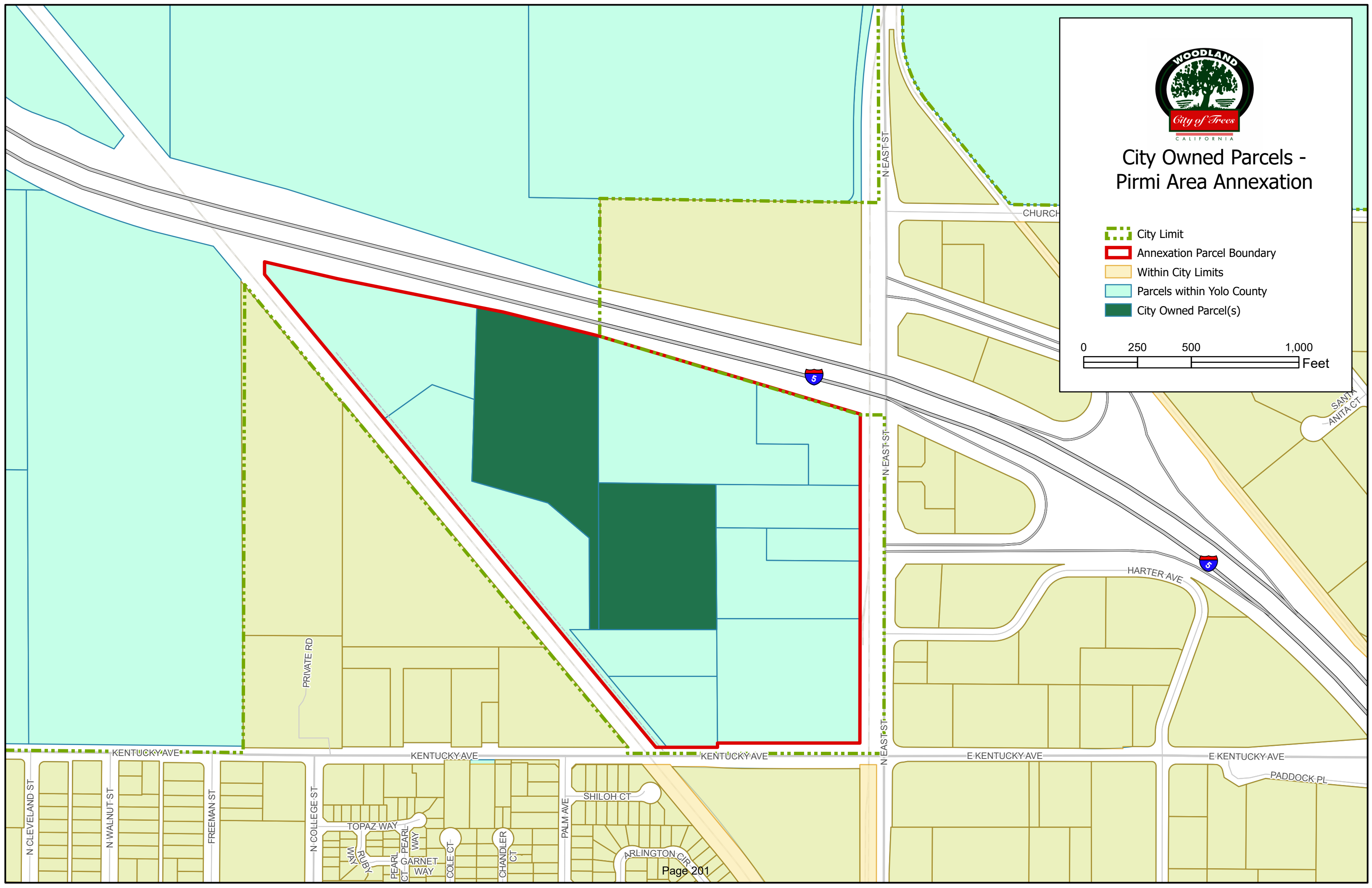
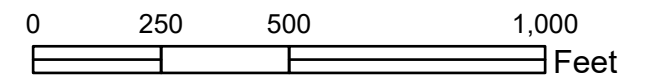
City of Woodland Proposed Annexation





City Owned Parcels - Pirmi Area Annexation

- City Limit
- Annexation Parcel Boundary
- Within City Limits
- Parcels within Yolo County
- City Owned Parcel(s)



YOLO LAFCo

PROJECT POLICIES

Adopted May 27, 2021

YOLO LAFCO

PROJECT POLICIES

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1.0 GENERAL PROVISIONS

1.1 TITLE

The Yolo Local Agency Formation Commission (“LAFCo” or “Commission”) hereby adopts the following Project Policies governing common applications and LAFCo studies considered by the Commission. These policies supersede those previously adopted, shall apply to LAFCo and are adopted pursuant to the authority vested in the Commission by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000, et seq. (“CKH Act”). These policies shall guide the decision-making of the LAFCo Executive Officer and the Commission.

2.0 STANDARDS OF EVALUATION FOR PROPOSALS FOR A CHANGE OF ORGANIZATION OR REORGANIZATION

The following standards are adopted for the evaluation of proposals for a change of organization or reorganization of local agencies.

2.1 CHOICE OF ENTITY

The provision of municipal services in highly urbanized areas by cities rather than by counties or special districts is favored. The further development of single purpose autonomous districts is disfavored. The formation of multi-purpose special districts contiguous to existing cities is disfavored. The creation of a multiplicity of small cities is disfavored. Accommodating additional growth within, or through the expansion of, the boundaries of those local agencies which can best accommodate and provide necessary governmental services and housing for persons and families of all incomes in the most efficient manner feasible is favored.

2.2 DUPLICATION OF AUTHORITY

The inclusion of territory within a city in one or more districts with common powers, or within two or more districts with common powers, is disfavored. The Commission shall determine whether an application violates the policy set forth in the preceding sentence. If the determination is in the affirmative, the Commission shall provide each affected city or district an opportunity to express its views to the Commission.

2.3 TERRITORY TO BE INCLUDED

The division of existing identifiable communities is disfavored, but at the same time the inclusion of heterogeneous economic and social interests within the same entity is favored. The division of existing communities identifiable on the basis of appreciable social, economic, or other factors is disfavored. The division of existing commercial districts is disfavored. The inclusion of contiguous or nearby urban areas within the same entity is favored. The inclusion of separate

existing contiguous or nearby communities identifiable on the basis of appreciable, social, economic, or other factors is favored. Consistency with current spheres of influence is favored. Conformity with appropriate city or county general and specific plans is favored. The location of boundary lines of areas proposed for annexation to cities or districts so as to promote productivity and preservation of agricultural land is favored. Proposals which result in significant or serious operational or economic problems or disruptions of existing services in remaining adjacent territory are disfavored.

2.4 ECONOMIC FEASIBILITY OF PROPOSED FORMATIONS

If the proposal is for the formation of a new agency, the proponents shall demonstrate the economic feasibility of the proposed formation, taking into account both the assessed valuation of the subject territory and any other sources of revenue, compared to the type and cost of the services proposed to be provided. Any economic feasibility study shall include and address the following considerations:

- a) Infrastructure needs or deficiencies;
- b) Growth and population projections for the affected area;
- c) Financing constraints and opportunities;
- d) Cost avoidance opportunities;
- e) Opportunities for rate restructuring;
- f) Opportunities for shared facilities;
- g) Government structure options, including advantages and disadvantages of consolidation or reorganization of service providers;
- h) Evaluation of management efficiencies; and
- i) Local accountability and governance.

A proposal for the formation of a new agency shall also be accompanied by an analysis of the availability and economic feasibility of obtaining the proposed services from other private and public agencies.

2.5 FUTURE SERVICE

In evaluating a proposal, the Commission shall consider not only present service needs of the area under consideration, but shall also consider future services which may be required to take care of future growth or expansion. If a proposal is submitted to extend services into a previously

unserved unincorporated area or to create a new service provider with the power or authority to extend services to urban type development in a previously unserved unincorporated area, the Commission will review the proposal to ensure that it is consistent with the policies set forth in State law and LAFCo policies.

2.6 DESCRIPTION, SERVICE PLAN, AND TIMETABLE REQUIRED

Any proposal to annex shall be accompanied by a service plan that describes the extension and financing of services and timing of major milestones of any related development project.

2.7 TERMS AND CONDITIONS

Any term or condition recommended for the Commission to impose pursuant to Government Code §56885.5 et seq. must be presented by a statement in writing that includes a description of each proposed term and condition. If the term or condition is proposed by an affected public agency, the statement in writing must be signed by the chief legislative or administrative officer of the agency. If the term or condition is proposed by a proponent, it must be signed by one of the proponents. In the absence of protest, the Commission shall evaluate the proposed terms and conditions on the basis of the written statement. In the case of a protest that is not resolved at the public hearing, the Commission may direct the Executive Officer to negotiate with the opposing parties and may also authorize independent evaluation of issues involved in the dispute.

2.8 BOUNDARIES

Boundary descriptions of territory included in any proposal shall be definite and certain. If the Commission determines that the boundary is indefinite or uncertain, it shall refer the proposal back to the proponents and require the proponents to submit a reviewed boundary description at the public hearing which is certified by the County Surveyor as being definite and certain. If the Commission requires the inclusion of territory in addition to that proposed in an application, it may direct the County Surveyor to prepare a new boundary description.

Boundaries that split lines of assessment or legal parcel boundaries are disfavored. Boundaries which follow existing political boundaries and natural or manmade features such as rivers, lakes, railroad tracks, roads and freeways are favored. Boundaries which create islands, strips, or corridors are disfavored. Boundary lines of areas proposed for annexation to cities or districts, which include, where possible, land abutting both sides of a given street or right of way within the same entity are favored. When a boundary must follow a street or highway, the boundary will include the complete right of way for the entire street or highway.

2.9 PRE-ZONING

Any proposal for the annexation of territory to a city shall be accompanied by the city's general plan and pre-zoning for that territory, including the planned and probable use of the territory based upon the general plan and pre-zoning designations.

2.10 REGIONAL HOUSING

LAFCo encourages all pertinent agencies, both public and private, to collaborate on effective solutions to introduce more affordable housing into the County, including more housing for farm workers.

A proposal's effect on a city or cities and the County's ability to achieve their respective fair shares of the regional housing needs as determined by the Sacramento Area Council of Governments ("SACOG") shall be considered. In such consideration, the Commission shall review all relevant information presented to it, including but not be limited to, the following:

- a) The agency's regional housing needs allocation as determined by SACOG;
- b) Whether the affected agency has recently updated (within five years) the housing element of its general plan;
- c) Whether the affected agency has a certified housing element in its general plan;
- d) Whether the agency has an inclusionary housing ordinance that meets the minimum standard of the SACOG Affordable Housing Compact;
- e) The degree to which the agency has zoned adequate amounts and quality of land for housing;
- f) The degree to which development within the agency has met that agency's its "low income" and "very low income" housing targets as determined by SACOG;
- g) Whether an agency had recently changed the affected territory's zoning from residential to a non-residential use; and
- h) The extent to which the territory to be annexed will advance, or inhibit, the principles, goals, objectives, policies, and standards of the agency's housing element, including:
 - i) Whether the territory to be annexed to a city will reduce another jurisdiction's ability to meet its housing element;
 - ii) Whether the proposal will advance or inhibit the agency's and other agencies' jobs/housing balance; and

-
- iii) In cases where the territory to be annexed will be used for non-residential purposes, whether said territory was designated for housing by another agency.

2.11 WATER AND WATER AVAILABILITY

For any proposal that entails the provision of water services, the timely availability of water supplies adequate for projected needs will be evaluated as specified in Government Code §56668(l) and 65352.5. The applicant will provide information that addresses the factors set forth in Government Code §65352.5(c).

The applicant will also provide sufficient information for the Commission to determine that adequate services, facilities, and improvements can be provided and financed by the agency responsible for the provision of water services, including but not limited to:

- a) A “will serve” letter from the agency dated within six (6) months of the date of the Commission’s consideration of the proposal; or
- b) An agreement between the developer and the agency sufficient for the agency to provide water services.

In evaluating the annexing agency’s capacity to provide water, the Commission shall take into account the agency’s ability to acquire the resources necessary to provide this service, including but not limited to securing water rights.

Annexation to an agency that has a cease and desist order, water connection moratorium, or similar service limitation preventing it or directing it not to issue additional water connections is disfavored.

The Commission may waive any of the foregoing requirements on a case-by-case basis if it determines there is a public health or safety threat that justifies the extension of water service.

2.12 ENVIRONMENTAL JUSTICE

The extent to which the proposal will promote environmental justice shall be considered. As used in this subdivision, “environmental justice” means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services.

2.13 PROPERTY TAX TRANSFER NEGOTIATIONS

Property tax exchange negotiations must be completed and filed with the Executive Officer before a Certificate of Filing may be issued.

2.14 USE OF STANDARDS

In the evaluation of a proposal, the Commission shall consider these Standards for Evaluation, the Agricultural Conservation Policy, the Land Evaluation and Site Assessment model, any applicable sphere of influence, and any other criteria and requirements as may be adopted by the Commission from time-to-time, the requirements and criteria set forth in the Local Government Reorganization Act of 2000 (as it may be amended from time-to-time), including but not limited to Government Code § 56668, any relevant information concerning the proposal, the environmental review document, the Executive Officer's report, presentations of all interested parties at the public hearing, and any other relevant information as may be submitted to the Commission in connection with its consideration of the proposal.

3.0 OUT OF AGENCY SERVICE REVIEW

3.1 APPLICABILITY

Government Code § 56133 requires that districts and cities obtain LAFCo approval of any new or extended services outside the agency's existing boundaries. For the Commission to approve the request, the area to be served must be within the sphere of influence ("SOI") of the agency, and annexation of the territory is anticipated. LAFCo may also authorize extended services outside an agency's SOI to respond to an existing or impending public health or safety threat (e.g. failing well or septic system).

The following services are exempt from this code section:

- a) Contracts or agreements solely involving two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.
- b) Contracts for the transfer of nonpotable or nontreated water.
- c) Contracts or agreements solely involving the provision of surplus water to agricultural lands and facilities, including, but not limited to, incidental residential structures, for projects that serve conservation purposes or that directly support agricultural industries. Approval from the Commission is required before any surplus water is provided to a project that will support or induce development.
- d) Service that a city or district was providing on or before January 1, 2001.

-
- e) A local publicly owned electric utility, as defined by Section 9604 of the Public Utilities Code, providing electric services that do not involve the acquisition, construction, or installation of electric distribution facilities by the local publicly owned electric utility, outside of the utility's jurisdictional boundaries.

LAFCo approval of out-of-agency agreements is a discretionary action under the California Environmental Quality Act (CEQA).

3.2 INITIATION OF PROCESS

Government Code § 56133 specifies that a city or special district must apply for and obtain LAFCo approval before providing new or extended services outside its jurisdictional boundaries. Initiation of the process can also be made by application from the prospective recipient of the services with agreement of the agency. *See Community Water Coalition v. Santa Cruz County LAFCo*, 200 Cal. App. 4th 1317 (2011).

3.3 STANDARDS OF EVALUATION

LAFCo will consider the following factors to determine the local and regional impacts of proposed out of agency services:

- a) Whether annexation is a reasonable and preferable alternative to LAFCo allowing extended services outside the agency's jurisdictional boundaries;
- b) The growth inducing impacts of any proposal;
- c) Whether the proposed extension of services promotes logical and orderly development of areas within the SOI (i.e. islands, strips and corridors are disfavored);
- d) The agreed upon timetable and stated expectation for annexation to the agency providing the requested service;
- e) The proposal's consistency with the policies and plans of all affected agencies;
- f) The ability of the local agency to provide service to the proposed area without detracting from current service levels;
- g) Whether the proposal contributes to the premature conversion of agricultural land or other open space land;
- h) Whether the proposal conflicts with or undermines adopted Municipal Service Review determinations and/or recommendations; and
- i) Other factors determined to be relevant by the Commission or staff.

3.4 EXPIRATION OF APPROVAL

LAFCo's authorization for extended services shall generally be valid up to one year from the date of approval and will expire unless a contract has been executed and construction commenced. If the extended services are part of an overall development proposal, the authorization shall generally be valid per the term specified by the lead agency project approvals, unless otherwise specified in the LAFCo conditions of approval.

3.5 EMERGENCY CONNECTIONS

In circumstances presenting an imminent peril to the public health and safety (e.g. a failing well or septic system), the Executive Officer will review the request immediately and depending on the specific nature of the problem and need for immediate action either issue a temporary approval, or defer the matter to the Commission's next meeting. If the Executive Officer gives temporary approval such approval shall only be in effect until the Commission's decision. LAFCo acknowledges that the Standards of Evaluation will not apply to emergency connections in most cases.

3.6 DEFINITIONS

NEW OR EXTENDED SERVICES - In determining whether out of agency services are considered "new or extended", LAFCo defines "new or extended" in terms of geographical area/territory. If a specific service (e.g. water or sewer) has been authorized outside agency boundaries to a specified territory (either by grandfathered status prior to January 1, 2001 or by subsequent LAFCo approval) a new contract for the same type of service within the same territory does not require additional LAFCo review.

4.0 AGRICULTURAL CONSERVATION

4.1 LEGISLATIVE MANDATE

California Government Code § 56377 mandates LAFCO consider the following factors. In reviewing and approving or disapproving proposals which could reasonably be expected to induce, facilitate, or lead to the conversion of existing open-space lands to uses other than open-space uses, the commission shall consider all of the following policies and priorities:

- a) Development or use of land for other than open-space uses shall be guided away from existing prime agricultural lands in open-space use toward areas containing non-prime agricultural lands, unless that action would not promote the planned, orderly, efficient development of an area.
- b) Development of existing vacant or non-prime agricultural lands for urban uses within the existing jurisdiction of a local agency or within the sphere of influence of a local

agency should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open-space uses which are outside of the existing jurisdiction of the local agency or outside of the existing sphere of influence of the local agency.

4.2 APPLICABILITY

Given the direction outlined by the California Legislature in Government Code § 56377, LAFCo adopts the following policies in respect to the conversion of agricultural land to urban uses. This policy is meant to apply both to city and special district changes of organization when urban development is the ultimate goal.

Unless otherwise provided in this Policy, the provisions of this Policy shall apply to all proposals requiring approval by the Commission, including but not limited to, any proposal for approval of a change of organization, reorganization, or out-of-agency service agreement.

This Policy applies to proposals of both public agencies and private parties. However, LAFCo recognizes that there are significant differences between public agencies and private parties. In light of those differences, in some circumstances it may not be appropriate to require mitigation for the loss of prime agricultural land as would otherwise be required by this Policy.

A fundamental difference is that public agencies are generally responsible to the electorate, while private parties are not. Public agencies are also generally required to provide constitutionally or statutorily mandated services. In addition, a public agency is generally required, by law or policy considerations, to locate its facilities within its boundaries, while a private party has no such constraints.

Public agencies are also generally subject to constitutional or statutory constraints on their ability to raise revenues. Public agencies often experience increases in demand for services that are not (and often cannot) be accompanied by equivalent increases in revenues. In light of these and other fiscal constraints that are currently imposed upon public agencies, a mitigation requirement could result in an additional cost to a public agency that it is unable to recoup by increasing its revenues, which in turn could impair the agency's ability to provide its constitutionally and statutorily mandated services.

In addition, unlike private parties, public agencies are often exempt from the land use controls and regulations of other public agencies, despite the fact that the activities of the former occur within the boundaries of the latter. Although a public agency might request input from other local agencies, it is not necessarily bound by or required to follow their local planning requirements. As a result, a public agency's development or construction activities may not be subject to the same degree of control as a private party, and it might not learn of a mitigation

requirement until after it has completed significant portions of the planning processes that are required by law.

Based upon the foregoing factors, LAFCo concludes that, in the case of proposals that are undertaken exclusively for the benefit of a public agency, the Commission should review the applicability of the mitigation requirements set forth in this Policy on a case-by-case basis to determine the appropriateness of requiring mitigation in any particular case.

4.3 AGRICULTURAL POLICY STATEMENT

Agriculture is a vital and essential part of the Yolo County economy and environment. Agriculture shapes the way Yolo County residents and visitors view themselves and the quality of their lives. Accordingly, boundary changes for urban development should only be proposed, evaluated, and approved in a manner which, to the fullest extent feasible, is consistent with the continuing growth and vitality of agriculture within the county.

4.4 REVIEW CRITERIA

To promote the policy statement, proposals shall be reviewed based on the following considerations:

- a) Existing developed areas should be maintained and renewed;
- b) Vacant land within developed areas should be developed before agricultural land is annexed for non-agricultural purposes;
- c) Land substantially surrounded by existing agency boundaries should be annexed before other lands;
- d) Urban development should be restricted in agricultural areas. For example, agricultural land should not be annexed for non-agricultural purposes when feasible alternatives exist;
- e) The continued productivity and viability of agricultural land surrounding existing communities should be promoted, by preventing the premature conversion of agricultural land to other uses and, to the extent feasible, minimizing conflicts between agricultural and other land uses;
- f) Development near agricultural land should not adversely affect the economic viability or constrain the lawful, responsible practices of the agricultural operations;
- g) Where feasible, non-prime land should be annexed before prime land; and

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- h) A land's current zoning, pre-zoning, or land use designation is one of the factors the Commission will consider in determining whether mitigation will be required for the loss of agricultural land. A land's zoning, pre-zoning, or land use designation in the city's or County's general plan does not automatically exempt it from mitigation.

4.5 AGENCY GUIDELINES

LAFCo encourages local agencies to adopt policies that result in efficient, coterminous, and logical growth patterns within their general plan and sphere of influence areas and that encourage protection of prime agricultural land in a manner that is consistent with this Policy.

LAFCo encourages the maintenance of agricultural inter-city buffers between the cities. LAFCo encourages the cities and the County to formalize and strengthen existing agreements maintaining agricultural buffers.

LAFCo encourages local agencies to identify the loss of prime agricultural land as early in their processes as possible, and to work with applicants to initiate and execute plans to mitigate for that loss, in a manner that is consistent with this Policy, as soon as feasible. Local agencies may also adopt their own agricultural conservation policies, consistent with this Policy, in order to better meet their own circumstances and processes.

Detachment of prime agricultural lands and other open space lands shall be encouraged if consistent with the sphere of influence for that agency

4.6 STANDARDS FOR ANNEXATIONS INVOLVING PRIME AGRICULTURAL LAND

Annexation of prime agricultural lands shall not be approved unless the following factors have been considered:

- a) There is insufficient marketable, viable, less prime land available in the subject jurisdiction for the proposed land use;
- b) The adoption and implementation of effective measures to mitigate the loss of agricultural lands, and to preserve adjoining lands for agricultural use to prevent their premature conversion to other uses. Such measures may include, but need not be limited to: the acquisition and dedication of farmland, development rights, open space and conservation easements to permanently protect adjacent and other agricultural lands within the county; participation in other development programs (such as transfer or purchase of development rights); payments to responsible, recognized government and non-profit organizations for such purposes; the establishment of open space and similar buffers to shield agricultural operations from the effects of development; and

-
- c) Less prime agricultural land generally should be annexed and developed before prime land is considered for boundary changes. The relative importance of different parcels of prime agricultural land shall be evaluated based upon the following (in a descending order of importance):
 - i. Soil classification, with Class I or II soil receiving the most significance, followed by the Revised Storie Index Rating.
 - ii. The land's economic viability for continued agricultural use.

4.7 ANNEXATION OF LANDS IN AGRICULTURAL PRESERVE CONTRACT

Annexation for land uses in conflict with an existing agricultural preserve contract shall be prohibited, unless the Commission finds that it meets all the following criteria:

- a) The area is within the annexing agency's sphere of influence;
- b) The Commission makes findings required by Government Code § 56856.5.
- c) The parcel is included in an approved city specific plan;
- d) The soil is not categorized as prime;
- e) Mitigation for the loss of agricultural land has been secured at least at a 1:1 ratio of agricultural easements for the land lost;
- f) There is a pending, or approved, rescission for the property that has been reviewed by the local jurisdictions and the Department of Conservation; and
- g) Any Williamson Act Contract on the property has been non-renewed if still awaiting rescission approval.

4.8 CHANGE OF ORGANIZATION/REORGANIZATION RESULTING IN CONVERSION OF PRIME AGRICULTURAL LAND

LAFCo will approve a change of organization which will result in the conversion of prime agricultural land or open space use to other uses only if the Commission finds that the proposal will lead to planned, orderly, and efficient development. The following factors shall be considered:

- a) Contiguity of the subject land to developed urban areas;
- b) Receipt of all other discretionary approvals for changes of boundary, such as rezoning, environmental review, and service plans as required by the Executive Officer before action by the Commission. If not feasible before the Commission acts, the proposal can

be made contingent upon receipt of such discretionary approvals within not more than one (1) year following LAFCo action;

- c) Consistency with existing planning documents of the affected local agencies, including a service plan of the annexing agency or affected agencies;
- d) Likelihood that all or a substantial portion of the subject land will develop within a reasonable period of time for the project's size and complexity;
- e) The availability of less prime land within the sphere of influence of the annexing agency that can be developed, and is planned and accessible, for the same or a substantially similar use; and
- f) The proposal's effect on the physical and economic viability of other agricultural operations. In making this determination, LAFCo will consider the following factors:
 - i. The agricultural significance of the subject and adjacent areas relative to other agricultural lands in the region;
 - ii. The existing use of the subject and adjacent areas;
 - iii. Whether public facilities related to the proposal would be sized or situated so as to facilitate the conversion of adjacent or nearby agricultural land, or will be extended through or adjacent to, any other agricultural lands which lie between the project site and existing facilities;
 - iv. Whether natural or man-made barriers serve to buffer adjacent or nearby agricultural land from the effects of the proposed development;
 - v. Provisions of the General Plan's open space and land use elements, applicable growth management policies, or other statutory provisions designed to protect agriculture. Such provisions may include, but not be limited to, designating land for agriculture or other open space uses on that jurisdiction's general plan, adopted growth management plan, or applicable specific plan; adopting an agricultural element to its general plan; and acquiring conservation easements on prime agricultural land to permanently protect the agricultural uses of the property; and
 - vi. The establishment of measures to ensure that the new property owners shall recognize the rights of adjacent property owners conducting agricultural operations and practices in compliance with the agricultural zone in accordance

with the Right to Farm Ordinance adopted by the Yolo County Board of Supervisors.

4.9 AGRICULTURAL MITIGATION

Except as expressly noted in sections 4.13 and 4.14 below, annexation of prime agricultural lands shall not be approved unless one of the following mitigations has been instituted, at not less than a 1:1 replacement ratio:

- a) The acquisition and dedication of farmland, development rights, and agricultural conservation easements to permanently protect adjacent and other agricultural lands within the County.
- b) The payment of fees that is sufficient to fully fund the acquisition and maintenance of such farmland, development rights or easements. The per acre fees shall be specified by a Fee Schedule or Methodology, noted in Section 4.15, which may be periodically updated at the discretion of the Commission.
- c) Any such measures must preserve prime agricultural property of reasonably equivalent quality and character that would otherwise be threatened, in the reasonably foreseeable future, by development and/or other urban uses.

The loss of fewer than twenty (20) acres of prime agricultural land generally shall be mitigated by the payment of in lieu fees as mitigation rather than the dedication of agricultural conservation easements. The loss of twenty (20) acres or more of prime agricultural land generally may be mitigated either with the payment of in lieu fees or the dedication of agricultural conservation easements. In all cases, the Commission reserves the right to review such mitigation on a case-by-case basis.

4.10 AGRICULTURAL EASEMENT REQUIREMENTS

If an applicant provides agricultural easements to satisfy this requirement, the easements must conform to the following characteristics:

- a) The land used to mitigate the loss of prime agricultural land must also be prime agricultural land as defined in this Policy and the CKH Act.
- b) In addition, it must also be of reasonably equivalent quality and character as the mitigated land as measured using both of the following methodologies:
 - i. Average Storie Index – The USDA calculation methodology will be used to calculate the average Storie Index or Revised Storie Index score. The mitigating land's average Index score shall be no more than 10% less than the mitigated land's

average Index score. The decision of whether to use the Storie Index or Revised Storie Index is within LAFCo's sole discretion.

- ii. Land Equivalency and Site Assessment ("LESA") Model – The LESA calculation shall be in accordance with the methodology adopted by this Commission (see appendices). The mitigating land's LESA score shall be no more than 10% below the mitigated land's LESA score.
- c) As a general rule, the Commission will not accept, as mitigation required by this Policy, an agricultural conservation easement or property that is "stacked" or otherwise combined with easements or property acquired for habitat conservation purposes, nor for any other purposes that are incompatible with the maintenance and preservation of economically sound and viable agricultural activities and operations. The Commission retains the discretion to make exceptions on a case-by-case basis, based upon whether the applicant made a good-faith effort to mitigate separately for the loss of habitat in accordance with the Yolo Natural Heritage Program process but such efforts were infeasible, and whether the proposed "stacked" mitigation for the loss of prime agricultural land and habitat involves one of the following, whichever results in the greatest acreage of preserved land:
 - i. Mitigation at a ratio of no less than 2:1 for the loss of prime agricultural soils; or
 - ii. Mitigation at a ratio of no less than 1:1 for the loss of all agricultural lands in the proposal area; or
 - iii. The property subject to the agricultural conservation easement is larger than the proposal area, meets the conditions specified in this Policy, and encompasses a complete field, legal parcel, or farm line.
- d) The presence of a home on land that is subject to an agricultural conservation easement is generally incompatible with the maintenance and preservation of economically sound and viable agricultural activities and operations on that land. The presence or introduction of a home may diminish the value of the agriculture conservation easement as mitigation for the loss of prime agricultural land. Consequently, an agricultural conservation easement will generally not be accepted as mitigation for the loss of prime agricultural land if the easement permits the presence of a home, except an existing home that has been present on the proposed easement for at least twenty-five (25) years, or construction of a comparable replacement for such a home. Exceptions to this section of the Policy may be granted by the Commission on a case-by-case basis if the home site is less than two acres and if the applicant can provide sufficient evidence that a home site on the agriculture conservation easement is necessary to further the goals of maintaining

and preserving economically sound and viable agricultural activities and operations on that easement.

4.11 EASEMENT HOLDER

LAFCo favors the use of a local non-profit agricultural conservation entity or the regional branch of a nationally recognized non-profit agricultural conservation entity as the easement holder. The Commission will use the following criteria when approving the non-profit agricultural conservation entity for these purposes:

- a) Whether the entity is a non-profit organization that is either based locally or is a regional branch of a national non-profit organization whose principal purpose is holding and administering agricultural conservation easements for the purposes of conserving and maintaining lands in agricultural production;
- b) Whether the entity has a long-term proven and established record for holding and administering easements for the purposes of conserving and maintaining lands in agricultural production;
- c) Whether the entity has a history of holding and administering easements in Yolo County for the foregoing purposes;
- d) Whether the entity has adopted the Land Trust Alliance’s “Standards and Practices” and is operating in compliance with those Standards; and
- e) Any other information that the Commission finds relevant under the circumstances.

A local public agency may be an easement co-holder if that agency was the lead agency during the environmental review process. LAFCo also favors that applicants transfer the easement rights or in lieu fees directly to the recognized non-profit agricultural conservation entity in accordance with that entity’s procedures. The Commission retains the discretion to determine whether the agricultural conservation entity identified by the applicant and the local lead agency has met the criteria delineated above.

4.12 AGRICULTURAL MITIGATION IMPOSED BY OTHER AGENCIES

The Commission prefers that mitigation measures consistent with this Policy be in place at the time that a proposal is filed with the Commission. The loss of prime agricultural land may be mitigated before Commission action by the annexing city, or the County of Yolo in the case of a district annexation, provided that such mitigation is consistent with this Policy. LAFCo will use the following criteria in evaluating such mitigation:

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- a) Whether the loss of prime agricultural land was identified during the project's or proposal's review process, including but not necessarily limited to review pursuant to the California Environmental Quality Act;
 - b) Whether the approval of the environmental documents included a legally binding and enforceable requirement that the applicant mitigate the loss of prime agricultural land in a manner consistent with this Policy; and
 - c) Whether, as part of the LAFCo application, an adopted ordinance or resolution was submitted confirming that mitigation has occurred, or requiring the applicant to have the mitigation measure in place before the issuance of a grading permit, a building permit or final map approval for the site.

4.13 MITIGATION FOR PUBLIC AGENCY PROJECTS

As noted in Section 4.2, the Commission has concluded that, in the case of proposals that are undertaken exclusively for the benefit of a public agency, the Commission should review the applicability of the mitigation requirements set forth in this Policy on a case-by-case basis to determine the appropriateness of requiring mitigation in any particular case. In making such a determination, the Commission will consider all relevant information that is brought to its attention, including but not limited to the following factors:

- a) Whether the public agency had any significant, practical option in locating its project, including locating the project on non-prime or less prime agricultural land;
- b) Whether the public agency is subject to or exempt from the land use regulations of another public agency;
- c) Whether the public agency identified the loss of agricultural land as an environmental impact during the project's review, including but not limited to California Environmental Quality Act review, and, if so, whether it adopted a "Statement of Overriding Considerations" for that impact;
- d) When the public agency learned of the agricultural conservation mitigation requirements of the Commission's Policy or that of another public agency (whether or not it was subject to that agency's land use control);
- e) Whether the public agency could reasonably have allocated or obtained sufficient revenues to provide for some or all of the mitigation required by this Policy if it had learned of that requirement before submitting its proposal to this Commission;

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- f) Whether the public good served by the public agency's proposal clearly outweighs the purposes served by this Policy and its mitigation requirements; and
 - g) Whether the proposal is necessary to meet the immediate needs of the public agency.

If the Commission determines that it is not appropriate to require mitigation for the loss of agricultural land resulting from a public agency's proposal, or to require less mitigation than otherwise prescribed by this Policy, it shall adopt findings, and a statement of overriding considerations if applicable, supporting that determination.

4.14 LESS THAN SIGNIFICANT AGRICULTURAL LAND LOSS

Mitigation shall not be required for the annexation of less than five (5) acres of land if the Commission finds that the land:

- a) Scores in the fourth tier of LESA;
- b) Is "infill" as defined in this Policy; and
- c) Has not been used for active agriculture purposes in the previous 20 years.

4.15 AGRICULTURAL CONSERVATION POLICY PAYMENT IN LIEU FEE METHODOLOGY

In lieu of the dedication of agricultural conservation easements that would otherwise be required by the Agricultural Conservation Policy, the Commission may permit the payment of fees as set forth in this Schedule to fully fund the acquisition and maintenance of farmland, development rights or agricultural conservation easements.

No less than 35% of the average per acre price for full and unencumbered fee title price in the last five (5) unimproved land purchases plus a five percent (5%) endowment of the cost of the easement, and the payment of the estimated transaction costs associated with acquiring an easement. The purchases must be within the general vicinity of the annexing entity and of a size equal to or greater than the total acreage of prime soils within the subject territory.

Payment of the In Lieu Fee is to be made directly to an agricultural conservation entity that meets the criteria set forth in Section 4.10 of this Policy. The agricultural conservation entity receiving these funds must present to the Commission a letter stating its intention to use these funds for the acquisition of farmland, development rights or agricultural conservation easements in Yolo County whose prime soils are reasonably equivalent to the proposal area's soils and that the location of the easements will be within the general vicinity of the annexing entity and in an area within the County of Yolo that would otherwise be threatened, in the reasonably foreseeable future, by development and/or other urban uses.

4.16 DEFINITIONS

Except where noted, the following definitions are not defined in the California Government Code Sections 56000 et seq.

AFFECTED LOCAL AGENCY - any local agency which contains, or would contain, or whose sphere of influence contains or would contain, any territory for which a change of organization is proposed or ordered, either singularly or as part of a reorganization or for which a study is to be reviewed by LAFCo (Government Code § 56014).

AGRICULTURAL LAND - areas within which the primary zoning or general plan designation is AG, AP, or AE, or any other agricultural zone.

FEASIBLE - capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological factors (Government Code § 56038.5).

INFILL LAND - property surrounded, or substantially surrounded, by urban uses or incorporated or special district boundaries.

PRIME AGRICULTURAL LAND - (Government Code § 56064) an area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and which meets any of the following qualifications:

- a) Land that qualifies, if irrigated, for rating as Class I or Class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is currently irrigated, provided that irrigation is feasible.
- b) Land that qualifies for rating 80 - 100 Storie Index rating.
- c) Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003.
- d) Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre.

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- e) Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred (\$400) per acre for three of the previous five calendar years.

URBAN DEVELOPMENT - a change of organization that contemplates or is likely to lead to the conversion of land from agricultural use to a primarily nonagricultural related use, generally resulting in the need for services such as sewer, water, fire protection, schools, drainage systems, and police protection.

5.0 DEFINITION OF INHABITED TERRITORY PER SB 244

5.1 DEFINITIONS

INHABITED TERRITORY – “Inhabited territory” for the purposes of implementing SB 244 (Wolk) shall be defined as the following list of inhabited unincorporated communities:

Binning Farms	Guinda	Rumsey
Capay	Knights Landing	West Kentucky
Clarksburg	Madison	West Plainfield
Dunnigan	Monument Hills	Willow Oak
El Macero	North Davis Meadows	Willowbank
El Rio Villa	Patwin Road	Yolo
Esparto	Royal Oak	Zamora

INHABITED UNINCORPORATED COMMUNITIES - “Inhabited Unincorporated Communities” is defined as those areas on the County of Yolo 2030 General Plan Land Use Map (see Figures LU-1B through LU-1H) that contain land use designations that are categorized as Residential by Table LU-6. The communities of Rumsey and West Kentucky are also included in this definition (even though the current land use designations are Agriculture (AG) and Commercial Local (CL) respectively) because their existing uses are residential.

6.0 GUIDELINES FOR MUNICIPAL SERVICES REVIEWS (MSRs) AND SPHERES OF INFLUENCE (SOIs)

This document sets forth methodology and criteria to be used to assist LAFCo, its staff and interested parties in the process and determination of spheres of influence and MSR by LAFCo.

6.1 TYPES OF SPHERES OF INFLUENCE (SOIs)

Cities and special districts require slightly different approaches to SOI documents. Cities are municipal service providers that are generally created to provide urban services to dense populations at relatively high standard levels. Some special districts, such as community services districts and county service areas, can also be created to provide specific municipal services, but generally on a smaller scale.

Most special districts in Yolo County provide a few specialized services to rural populations and land. For example, water district services tend to be agriculturally related, as is the Resource Conservation District. Fire districts tend to be volunteer and rural in nature. Most Cemetery districts in Yolo County are primarily rural, but the Davis Cemetery District and Winters Cemetery District include the cities of Davis and Winters, respectively.

The agricultural and rural nature of unincorporated Yolo County is reflected in the sphere studies for the smaller special districts. The County's slow growth and strong agricultural conservation policies also tend to limit the growth of the special districts.

6.2 CRITERIA - MUNICIPAL SERVICES REVIEW (MSR)

LAFCo may combine the MSRs for cities and/or special districts by the services provided or geography for the purposes of analysis. A checklist template has been developed by LAFCo staff to streamline the review or determine if an MSR and/or SOI update is needed. Although MSRs are technically required only when updating agency SOIs, per Government Code §56430, Yolo LAFCo will typically conduct MSRs on local special districts even if an SOI Update is not needed because, unlike cities, Yolo County's special districts tend to be rural in nature and staffed by limited professional staff or entirely volunteer-run, meaning there is less oversight to ensure operational adequacy and fiscal sustainability.

For each MSR, LAFCo shall prepare a written statement of the required determinations under Government Code §56430. Section 56430 also provides for MSRs to address additional matters related to effective or efficient service delivery, as required by commission policy. Consistent with this legislative direction, it is the intent of Yolo LAFCo to comprehensively review broadband access in MSRs of local agencies that either serve communities and/or provide emergency services where broadband connection is critical (i.e. cities, community services districts, county service areas, fire protection districts and reclamation districts). The MSR will provide information and recommendations on the following, among other relevant considerations:

- a) Availability of high-performance broadband (i.e. greater than 25Mbps downloads and 3 Mbps upload) at home, schools, libraries and businesses;

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- b) Accessibility to affordable broadband (e.g. providers offering low-income programs); and
 - c) Accessibility to training and support to enable digital inclusion.

6.3 DETERMINING THE SPHERE OF INFLUENCE (SOI)

In determining the SOI of each local agency, LAFCo will consider and prepare a written statement of its determinations required under Government Code §56425.

LAFCo will consider the following criteria when studying and determining the SOI for the cities and special districts within the County of Yolo:

- a) Retention and strengthening of community identities, as well as increasing efficiency and conserving resources, by providing essential services within a framework of controlled growth;
- b) Identification of the county's prime agricultural land and protection of this land through all available devices, such as including controlling the provision of services, requiring infill development first, and preferring non-prime land for growth. Other open-space resources such as stream banks, flood plains, and present and future recreation areas should also be protected for public benefit;
- c) Creation of realistic and controlled, yet flexible, planning areas into which anticipated services can be expanded as growth requires and as the communities' resources provide;
- d) Provision of infrastructure systems such as streets, sewers, water, open space for parks and recreation as a product of growth, rather than growth inducing;
- e) Encouragement of city annexation or incorporation as a means of supplying the full range of urban services as required; and
- f) Evaluation of the availability and need for basic services in each community and forecast these to meet anticipated population growth, and recommend creation, expansion, consolidation and/or reorganization of districts when need for such change is indicated.

6.4 SPHERE OF INFLUENCE (SOI) METHODOLOGY

When adopting, amending, or updating an SOI, LAFCo shall do all of the following:

- a) Require the relevant cities or districts to file written statements with LAFCo specifying the functions or classes of services provided by the agencies.
- b) Establish the nature, location, and extent of any functions or classes of services provided by the existing agencies.

Both the service areas and the final boundaries call for different types and degrees of data.

6.5 SPHERE OF INFLUENCE (SOI) ANALYSIS FOR CITIES AND MUNICIPAL-LIKE SPECIAL DISTRICTS

The information needed to establish the boundaries for SOIs for cities and municipal-like districts is as follows:

- a) Land Demand for Growth - The data necessary to establish the amount of land (beyond existing boundaries) needed to accommodate the growth projected. While this will furnish the net bulk requirement, additional studies, such as histories of subdivisions, developments, and annexations, and the location and importance of existing open space and agricultural lands, will be needed to indicate the probable location and direction of growth. Subtraction of existing undeveloped land capable of development which is already within the city will furnish a net requirement for "new" land. Spot maps and density factors, when available, will assist in interpreting growth data.
- b) Water and Sewer Availability - The ability of each community to provide water and sewer to its service area will be a controlling factor for sphere of influence boundaries. Any agency proposing new development must show the availability of water supplies adequate for projected needs into the future. Sphere of Influence revisions and amendments will need to review water availability before including new territory in a city or municipal special district.

Services will not be required to be immediately available for any of the area. An examination of plans for future capital expenditures by the responsible agency will furnish evidence for decisions on whether the service can reasonably be expected to be extended to the area.

- c) Willingness and Ability to Extend Community Services - The willingness and capability of the community to provide services as growth proceeds are two of the factors determining the urban area's future. The ability to provide extension of services should include sufficient revenue for the services required following the proposed boundary change. Data involving police and fire protection, educational facilities, drainage, libraries, health services, solid waste management and other urban-type services which might be needed by the different communities should be analyzed. The study should determine present and projected fire protection, the efficiency and ability for expansion; the flood control effectiveness and its extension to the service and boundary areas; provision for parks and recreation to the expansion area; elementary and high schools and community colleges,

existing and planned; solid waste disposal; and any other needed services of a specialized nature to meet individual community needs.

- d) **Regional Housing Needs** - The sphere study should also consider the agency's policies and approaches to meet its fair share of regional housing needs, if applicable. The agency under review should provide information supporting and explaining how it intends to accommodate and provide necessary governmental services for persons and families of all incomes in the most efficient and effective manner. This information is especially important if the agency proposes or is anticipated to have additional growth through the expansion of its present boundaries.
- e) **Growth Incentives and Obstructions** - Positive or negative factors regarding growth must be catalogued. Agency policies, expectations, and commitments, involving such factors as existing or planned freeway, road, or public transportation systems, shopping centers, educational facilities, industrial locations, and state and regional park acquisition and development plans that normally affect the amount and direction of growth should be included in the study.
- f) **Natural obstacles to growth**, including flood plains, unsuitable soils, waterways, etc. restrict expansion into certain areas - "Man-made" obstructions such as roads and highways, Williamson Act preserves, present and planned open-space areas for recreation and parks or buffer zones, need to be analyzed and mapped. If surface supply or ground water safe yield appear not adequate, the service cannot reasonably be expected to be extended. Further, it may be local policy not to extend such services or otherwise to control or deter growth. This and other possible "development lien" or growth control policies must be examined as limiting factors.
- g) **Information from Planning Departments** - Land use designations and maps, special district maps, and school locations must be collected and organized and related to the study areas. The history of annexations to cities and special districts demonstrate when and where growth has already occurred and should be referred to as available.
- h) **Agricultural Land and Open Space** - All spheres will be written with full review and consideration of the adopted Agricultural Conservation Policy and the LESA Model as appropriate.
- i) **Availability of Services** - An assessment must be made of the willingness and feasibility of present and future agencies to extend services by agency, for example water capacity and availability, sewers and wastewater treatment facilities, as well as fire, police, drainage,

recreation, landscaping maintenance, public utilities, and any other identified requirements within the projected boundary.

- j) Compatibility of Present Legal Boundaries - Existing legal boundaries in and around each community are to be mapped and analyzed as an aid to drawing lines. Special district boundaries, assessor parcels, city boundaries, and any other appropriate legal boundaries should be reviewed. Any planned extension of these areas, including planned capital expansions, should be noted.
- k) Boundaries - The current agency limits should be included in the sphere; however, if circumstance exist that make development of, or provision of services to certain areas unlikely, analysis of removing that area from the agency should be prepared.
- l) Census Districts - Census information is important for all these analyses. Agency boundaries can often be used in conjunction with the census lines in order to provide a firm statistical base for each community.
- m) Socioeconomic Interdependency - When information is available from field trips, county planning department, other county agencies and local leaders, the extent of economic, social and political influence of the community upon its surrounding area should be evaluated.

6.6 SPHERE OF INFLUENCE (SOI) ANALYSIS FOR RURAL SPECIAL DISTRICTS

The previously discussed factors for incorporated areas will be applied, as appropriate, to unincorporated areas, together with the following additional factors:

- a) Recognizable natural or manmade topographic boundaries that tend to bind an area into a geographic unit;
- b) Examination of services and political boundaries that lend identity, including but not limited to postal zones, school, library, sewer, water, census, fire, parks and recreation, and waste disposal;
- c) Examination of the identified services furnished by the special district compared to those furnished by the County; and
- d) Projected ability to provide existing services, possible need for additional services in the near future and ability to receive more efficient services through mutual aide, consolidation, reorganization or other structural organization changes.

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- e) The SOI analysis will consider population projections of the agency under consideration. This will provide some flexibility to the local agency for planning growth.

6.7 LOCATING THE BOUNDARIES

The following guidelines will be used both in the delineation of the boundaries and in their interpretation:

- a) Where the SOI boundary follows a street, road, highway or railroad it will be interpreted to follow the complete right-of-way for that thoroughfare the entire road or street.
- b) When SOI boundaries are not located on streets, roads, highways, or railroads, they are intended to follow man-made boundaries (in particular, assessor parcel lines), or natural boundaries (rivers, irrigation and navigation channels, natural drainage basins and flood channels, flood control levees, etc.).
- c) When these aids are not present, the method of determining the boundary will be explained on the map or subsequently determined by LAFCo as the need arises.

6.8 CONSIDERATION OF OTHER YOLO LAFCO POLICIES

LAFCo has adopted Standards of Evaluation for boundary changes, an Agricultural Conservation Policy and a Land Evaluation and Site Assessment model by which proposals are examined. These policies and relevant considerations will be incorporated into the preparation of both the MSRs and SOI studies.

6.9 AGENCY CONSULTATION

Recommendations involving policy changes, legal boundary adjustments, changes in governmental form, and proposals for implementation of the recommendations, will be developed in cooperation with the cities, county, special districts and other affected agencies.

SOIs will be provided, in draft, to the affected agencies and other interested parties before presentation to the Commission. Final recommendations will be made after consultation with area residents, landowners, and agency leaders.

6.10 PUBLIC COMMENT

For each document, citizen participation will be established sufficiently early to assure local comment. This input shall be received from members of the communities, landowners affected by recommendations, and any other residents of the area as well as any staff or volunteer of the agency under review. Discussions with the leaders of all entities will be used to identify initial problem areas, and obtain the agencies' growth plans and service capabilities.

The purpose and implications of the study and the information contribution of local leaders will be emphasized in these discussions. Through these interviews, the sphere of influence boundaries will endeavor to be consistent not only with LAFCo policy, but in the best interest of the subject agency and its inhabitants.

6.11 LAFCO ACTION ON SPHERES OF INFLUENCE (SOIs)

Final decisions on the SOI boundaries will be determined by LAFCo at a duly noticed public hearing. The Commission will make the final determination of the actual SOI lines, based on staff analysis, public input, and other relevant factors.

Whether or not an agreement is reached regarding the boundaries, development standards, and planning and zoning requirements within a proposed SOI, LAFCo retains the discretion to adopt an SOI as it determines to be appropriate under the circumstances, and shall consider an SOI for the city consistent with the policies adopted by the Commission pursuant to Government Code § 56425.

6.12 REVIEW TIMEFRAME

Government Code § 56425(g) requires that each SOI be reviewed every five years. This review period does not preclude LAFCo, agencies or other interested parties from requesting an earlier update for any SOI if needed prior to the five-year timeframe. Occasionally, some reviews may be scheduled longer than every five years, depending on countywide agency priorities. The Commission adopts a work plan every year which includes a schedule for MSR/SOI completion.

6.13 INDEPENDENT THIRD-PARTY ANALYSIS

One of LAFCo's purposes is to make studies and to obtain and furnish information which will contribute to the logical and reasonable development of local agencies in each county and to shape the development of local agencies so as to advantageously provide for the present and future needs of each county and its communities. During the preparation of an MSR and/or SOI, LAFCo may consider obtaining any needed analysis or studies by soliciting or hiring consulting services.

7.0 SHARED SERVICES

7.1 SHARED SERVICES VALUES

Shared Service Coordination - Elected officials in Yolo County have asked Yolo LAFCo to lead the coordination of shared services between Yolo County and the four cities. Yolo LAFCo will continue

to develop shared service improvements with the county's and cities' collective support¹. A "culture of collaboration" is key to fostering the trust required for shared services to be successful. It is worthwhile for LAFCo to invest its resources in fostering collaboration among its partner agencies. Shared Services is a voluntary effort. LAFCo recognizes that each agency will determine its appropriate level of commitment and implementation. Staff will consult and collaborate with the executive managers of other agencies on shared service issues while ultimate authority and direction regarding LAFCo activities will come from the Commission.

LAFCo will assist other agencies in "teeing-up" shared service opportunities; however, detailed implementation must be handed off to individual agencies. LAFCo can best assist agencies by keeping its eye on the big picture and analyzing new opportunities without getting over-involved in detailed implementation.

Joint Power Agency Oversight - LAFCo's review of joint powers agencies that provide public services is needed in order to maintain quality performance and public trust. LAFCo will utilize its existing tools and processes to evaluate new opportunities for shared services and improved government efficiencies such as the MSR. LAFCo will proactively exercise its statutory mission and authority to initiate agency consolidations and/or dissolutions where appropriate and understands that such change will bring adaptive challenges that must be delicately handled.

Partnership - Effective government service delivery will involve partnerships with agencies at numerous levels: The Sacramento Area Council of Governments (SACOG), school districts, UC Davis, the Yocha Dehe Wintun Nation, special districts, non-profits and potentially agencies in other counties. Even where LAFCo has no or limited jurisdictional role to play, LAFCo's focus on the efficient delivery of services and capacity to coordinate various agencies can be an asset to agencies within Yolo County and the broader region.

7.2 SHARED SERVICES GOALS AND OBJECTIVES

LAFCo promotes the most effective forms of government for the common good. LAFCo is proactive with its MSR process to review an agency's financial ability to provide services and opportunities for shared services and facilities, including possible consolidation of government agencies.

¹ The Yolo Local Government Transparency and Accountability Program was adopted by the City of Davis on October 17, 2017, the City of West Sacramento on November 1, 2017, the City of Winters on November 7, 2017, Yolo County on November 7, 2017 and the City of Woodland on November 21, 2017

LAFCo will use the MSR process to identify government inefficiencies and initiate agency consolidations and/or dissolutions where necessary to “right size” public agencies. Following completion of the MSR process, staff proactively follows up with agencies requiring status updates as necessary regarding their implementation of/compliance with LAFCo recommendations.

LAFCo promotes shared services that will save agencies money and allow them to either maintain services levels during difficult financial times or even improve service delivery. LAFCo staff facilitates any next steps as recommended by local agencies and determined by the Commission to implement shared service opportunities.

Yolo LAFCo fosters and promotes agency collaboration at all levels. Yolo LAFCo organizes and promotes regular Yolo Leaders/YED forums with agenda topics/speakers that are of interest and value to elected leaders in all geographic areas of the county and at all agency levels.

LAFCo promotes shared services at any and all levels, speaking at and coordinating with CALAFCo, SACOG, and others to coordinate and complement each other’s shared service efforts. LAFCo also acts as a facilitator/convener as requested for appropriate Yolo intra-agency issues or acts as a convener for multi-agency joint projects in a coordinating role as appropriate.

7.3 BROADBAND FOR ALL

Yolo LAFCo finds and declares broadband is essential to modern life and universal broadband access is a public health imperative. Broadband is essential to economic and workforce development, public safety, education and an engaged public. The COVID-19 pandemic has only reinforced our reliance on broadband and the importance of closing the digital divide. Improving broadband access will enable individuals in the county to work, study, communicate, apply for government services, operate home-based businesses, receive emergency information and access health care.

LAFCo will encourage local agencies to work with providers to ensure broadband access for its constituents by including information related to broadband availability, affordability and accessibility in applicable MSRs per Policy 6.2 and the annual Yolo Local Agency Website Transparency Scorecard per Policy 7.6.

7.4 JOINT POWERS AUTHORITY/AGENCY (JPA) FINANCIAL BEST PRACTICES

City and County managers will determine assignments to each JPA/Shared Programs for liaison or oversight purposes. Shared programs include programs that are funded via city and county cost sharing, such as Yolo County Animal Services, Office of Emergency Services, West Valley Fire Training Consortium. Budget integration between JPAs/Shared programs and the agencies that

help fund them will be improved by implementation of the following process performed annually:

- a) City and County managers will prepare a consolidated memo detailing the upcoming budget preparation process for the JPAs and other shared programs that require joint city and County funding. The memo should convey the budget stance for the upcoming fiscal year, plus a longer range outlook. The intent is to create JPA alignment with the agencies' budget stance and mirror agency cycles of budget reductions or growth.
- b) City and County managers may schedule budget workshops with the JPAs and shared programs each year around the March timeframe or as appropriate.
- c) JPAs and other shared programs are requested to provide draft budgets for funding agencies' executive manager review by May and final adopted budgets no later than June 15th of each year for integration into each funding agency's budget.

Formation of any new JPAs or shared programs should only be considered when the following criteria are met. The proposed JPA/shared program:

- a) Will demonstrate cost reduction;
- b) Is more efficient or effective;
- c) Will reduce or eliminate overlapping services; and
- d) Will result in the sharing of resources.

JPA agreements should include common policies supporting JPA funds to be held in the County Treasury (as appropriate), open government, and transparency.

7.5 JOINT POWERS AUTHORITY/AGENCY (JPA) SERVICE REVIEWS

In fall 2017, the cities in Yolo County and the County of Yolo each adopted resolutions requesting LAFCo conduct Municipal Service Reviews every five years of selected types of JPAs whose service area is mostly within the county and that: (1) provide municipal services; (2) employ staff; and/or (3) have boards comprised of agency staff. These JPAs currently consist of:

- 1. Valley Clean Energy Alliance
- 2. West Sacramento Area Flood Control Agency
- 3. Woodland-Davis Clean Water Agency
- 4. Yolo County Public Agency Risk Management Insurance Authority
- 5. Yolo Emergency Communications Agency

6. Yolo Habitat Conservancy

7. Yolo Subbasin Groundwater Agency

New JPAs may be added to this list by approval of the Commission.

7.6 LOCAL AGENCY WEBSITE TRANSPARENCY VALUES

LAFCo, the cities and the County share a vision to promote open government and transparency for government agencies countywide (cities, County, special districts, and joint powers authorities), thereby fostering public trust and accountability as follows:

- a) TRUST AND INTEGRITY which the agencies will demonstrate by following through on their commitments, duties, and responsibilities.
- b) OPEN, HONEST, AND CLEAR COMMUNICATION within each organization, between agencies and with the Public.
- c) FISCAL ACCOUNTABILITY as demonstrated by making budgets, financial practices, compensation, and audits available to the public.
- d) PROMOTING AWARENESS of local government by promoting a website presence that describes the agency's reason for existing, a description of services it provides, and the area it provides services to.
- e) ENCOURAGING UNDERSTANDING of where tax dollars go and how to easily contact board members and agency management.
- f) CIVIC RESPONSIBILITY through access to board meeting schedules, agendas and minutes so the public can more easily attend board meetings and become involved.
- g) TRANSPARENCY to respond to the growing movement to make governmental information available and searchable online.
- h) REPRESENTATION to inform the public regarding board members (names, contact information and terms of office) and their election/appointment process.

7.7 SCORECARD CRITERIA AND BROADBAND ACCESS

LAFCo will prepare a website transparency scorecard on an annual basis for the local cities, County, JPAs and special districts. The transparency scorecard will be based on the following minimum baseline criteria.

- 1. Overview
 - a. Description of services/functions: What actions does the agency undertake and what services does the agency provide?
 - b. Boundary of service area: What specific area does the agency serve? (May not be applicable to all JPAs. If not, who (generally) or what agencies does the JPA serve?)

2. Budget

- a. Budget for current fiscal year and three years prior to the current year.
- b. Financial reserves policy: What is the agency's policy for designated reserves and reserve funds? (The policy should be in either the agency policy manual or found in the budget or audit reports).

3. Meetings

- a. Board meeting schedule: When and where specifically does the agency meet?
- b. Archive of Board meeting agendas & minutes for at least the last 6 months: Both approved minutes and past agendas

4. Elected & Appointed Officials

- a. Board members (names, contact info, terms of office (terms do not apply to JPAs), compensation, and biography): Who specifically represents the public on the Board? How can the public contact them? When were they elected (or appointed)? How much do they earn in this role (as required by Assembly Bill 2040 effective January 1, 2015)?
- b. Election procedure and deadlines: If the public wishes to apply to be on the Board, how and when can they do so? (Does not apply to JPAs)
- c. Reimbursement and compensation policy: Which (if any) expenses incurred by the Board are reimbursed? Do the Board members receive compensation?

5. Administrative Officials

- a. General manager and key staff (names, contact info, compensation, and benefits): Who specifically runs the agency on a day-to-day basis? How can the public contact them? How much do they earn in this role (as required by Assembly Bill 2040 effective January 1, 2015)? What specific benefits are they eligible for (healthcare, retirement plan, educational benefits, etc.)?

6. Audits

- a. Current financial audit
- b. Financial audits for the three years prior to the current year².

7. Contracts

- a. Current request for proposal and bidding opportunities
- b. Instructions on how to submit a bid or proposal

8. Public Records

- a. What is the best way for the public to request public records?

² Audits are due to the State Controller's Office following close of fiscal year as follows: for cities/county by the following March 31; special districts by the following June 30 unless a 2, 3 or 5-year interval has been approved by the County Auditor; and JPAs by the following June 30.

9. Revenue Sources

- a. Summary of fees received: fees for services, if any.
- b. Summary of revenue sources: bonds, taxes, loans and/or grants. The public should be able to understand how the agency is funded, generally speaking.

10. Agency Specific Criteria

- a. Municipalities: Downloadable permit applications and zoning ordinances
- b. Special Districts: Authorizing statute/enabling act (Principal Act or Special Act), board member ethics training certificates, link to the LAFCo website and any state agency providing oversight
- c. Joint Powers Authorities: A copy of the joint powers agreement as filed and adopted (with any updates)

Because the Internet is such an important source of government information, the scorecard will also include information regarding broadband availability, affordability and accessibility within the agency's territory.

8.0 APPENDIX

8.1 LAND EVALUATION AND SITE ASSESSMENT MODEL

See Attached.

YOLO LOCAL AGENCY FORMATION COMMISSION LAND EVALUATION AND SITE ASSESSEMENT (LESA)

I. Introduction

The following Yolo County Land Evaluation and Site Assessment (LESA) Model has been designed as a potential planning tool to assist in making decisions concerning the relative significance of agricultural land resources. The model itself is rooted in concepts originally devised at the federal level, but has been customized to address the unique agricultural resource issues of Yolo County.

Background on LESA on the National Level

In 1981, the federal Resources Conservation Service (NRCS), known at the time as the Soil Conservation Service, released a new system that was designed to provide objective ratings of the agricultural suitability of land compared to demands created by nonagricultural uses of land. The rating system became known as Land Evaluation and Site Assessment, or LESA. Soon after it was designed, LESA was adopted as a procedural tool at the federal level for identifying and addressing the potential adverse effects of federal programs (e.g., funding of highway construction) on farmland protection. The Farmland Protection Policy Act of 1981 (Public Law 97-98) spells out requirements to ensure that federal programs, to the extent practical, are compatible with state, local and private programs and policies to protect farmland, and calls for the use of LESA to aid in this analysis. Typically, staff of the NRCS is involved in performing LESA scoring analyses of individual projects that involve other agencies of the federal government.

Local adaptation of LESA Models

Since its inception, the LESA approach has received substantial attention from state and local governments as well. Nationwide, over two hundred jurisdictions have developed local LESA methodologies. One of the attractive features of the LESA approach is that it is well suited to being modified to reflect regional and local conditions. Typical local uses of LESA have included assisting in decision-making concerning the siting of projects, alterations in land zoning, and sphere of influence determinations. LESA is also increasingly being utilized for farmland protection programs, such as the identification of priority areas to concentrate conservation easement efforts.

Common Features of all LESA Models

All LESA models are based upon the identification of factors that can be linked to the relative significance of agricultural land resources. Factors are classified as two types: (1) Land Evaluation factors, focusing on the inherent qualities of soil (and sometimes water) resources, utilizing information that is commonly found within modern soil surveys; and (2) Site Assessment factors, which typically deal with social, political, and geographic issues that are also considered important

measures of agricultural significance, such as parcel size and proximity to urban areas.

Within a given LESA model, each factor is provided with a definition of how it is to be measured, and a point scale assigned. Increasingly, LESA models rate each factor on a 100-point scale, with 0 points being assigned to factors with very low values, and highest value ratings attaining up to 100 points. Once all factors have been rated (scored) each factor becomes weighted to determine its relative importance to all of the other factors being used. As a simple example, there may be two Land Evaluation factors and two Site Assessment factors in a given model, three of which are each weighted at 30% of the total value, and the final factor weighted at 10% of the total value. The actual number of factors being rated is very flexible, and will depend upon local conditions. The important detail is that the sum of the percentages (weights) of each score must add up to 100%. In this way a single numeric score (e.g., 75 points out of 100 possible points) will be attained when all of the weighted factors are summed.

Development of the Draft Yolo County LESA model

The Draft Yolo County LESA model was developed utilizing the procedures outlined above. Land Evaluation factors include information on the USDA Land Capability Classification and Storie Index Ratings for soils mapped within the Yolo County Soil Survey, as well as a measure of irrigation availability derived from the Department of Conservation's Important Farmland Map for Yolo County. The Site Assessment factors include measurements of parcel size, proximity to built-up areas and the potential for urban conflict, and the zoning designations of all parcels directly adjacent to the parcel in question.

The following text provides specific instructions for the actual measurement and weighting of each of these factors that were developed following field-testing of the Model on selected parcels throughout Yolo County.

II. Required Resources and Information

The Yolo County Land Evaluation and Site Assessment (LESA) model requires a series of straightforward measurements and calculations to score a given project. Listed below are the materials that will generally be needed to make these determinations.

A. Land Evaluation calculations require:

- An accurate map of the project, such as a parcel map. Parcel map books are available for review at the Yolo County Planning Department.
- A Yolo County Important Farmland Map produced biennially by the California Department of Conservation (DOC). These maps are available upon request from DOC, and are also available for review at the Yolo County LAFCO and Farm Bureau offices.
- The Soil Survey of Yolo County, California (USDA Soil Conservation Service, 1971), available for review at the Natural Resources Conservation Service, UC Davis Shields Library, etc.

- A planimeter for making acreage determinations of irregularly shaped units.
- A Land Evaluation Worksheet (included in the Appendix).

B. Site Assessment Calculations Require:

- A photocopy of the appropriate page from the Yolo County Addressing System.
- Access to current zoning maps. These are available in the Yolo County Planning Department.
- A planimeter, compass and engineer's scale.
- A Site Assessment Worksheet (included in the appendix).

Additionally, the Yolo County Planning Department has developed a County Geographic Information System (GIS) that includes considerable land resource information. The GIS has the capability to calculate many of the specific acreage figures that are needed to operate the Yolo County LESA Model, thereby simplifying the procedure for obtaining a LESA score for a given project.

III. Yolo County LESA Factor Scoring

A. Scoring of Land Evaluation Factors

The Yolo County LESA includes three Land Evaluation factors that are separately rated:

1. Land Capability Classification Rating
2. Storie Index Rating
3. Irrigated Farmland Rating

Identifying A Project's Soils

In order to utilize the Land Capability Classification and Storie Index factors in the Yolo County LESA Model, it is first necessary to identify the soils that exist on a given project and determine their relative proportions. A Land Evaluation Worksheet (included in Appendix 3) is utilized to tabulate these figures, based upon the following instructions:

1. Locate the project on the appropriate map sheet in the Soil Survey.
2. Photocopy the map sheet or trace the project boundaries and the soil series map unit polygons and symbols (see Appendix 1) from the Soil Survey of Yolo County. Clearly delineate the project boundaries. [This process is fairly easy since the parcels are usually farmed in such a way that they have a distinct outline in the aerial photo that matches the parcel outline. If it is too difficult to distinguish the project boundaries on the map, they will have to be measured, paying close attention to the map scale].
3. Use the planimeter directly on the photocopied or traced map to determine the percentage of the area represented by each soil type (each soil type will have a different map unit symbol). {Trace each map unit with the planimeter three times and then average the area measured. It is important that the

appropriate scale conversion be set on the planimeter, and that measurements be made in the unit of acres}.

4. Identify all of the soil types contained within the project and enter the corresponding map unit symbol for each of these in Column A of the Land Evaluation Worksheet.
5. Calculate the area of each soil type with the planimeter and enter the acreage figure in Column B of the Worksheet.
6. Sum Column B to get the total area of the project and enter this amount in the box at the bottom. Crosscheck the sum by calculating the total area with the planimeter. (Note: This figure should also be close to the size designated on the parcel map.)
7. Divide the area of each soil type by the total area to get the percentage of each soil type that comprises the project. Enter the percentages in Column C. they should add up to 100%.

The Land Capability Classification Rating

1. In the Guide to mapping units, following page 102 in the Soil Survey of Yolo County, identify the Land Capability Classification (LCC) designation (e.g., IV-e) for each soil type that has been identified in the project, and enter it in column D of the Land Evaluation Worksheet.
2. Table 1 provides a conversion of the Land Capability Classification to a numeric score, based upon 100 points. Determine the Land Evaluation point value for each LCC from Table 1 for each soil type. Enter these point values in Column E of the Land Evaluation Worksheet.

Table 1. Conversion of Land Capability Classification units

LCC	I	Ile	Ils,w	IIle	IIls,w	IVe	IVs,w	V	VI	VII	VIII
Points	100	90	80	70	60	50	40	30	20	10	0

3. Multiply the percentage of each soil type (Column C) by the LCC points (column E) and enter the results in Column F.
4. Sum the points in Column F to obtain a single LCC score for the project

The Storie Index Rating

1. As is done with the Land Capability Classification Rating, find the Storie Index Rating (SIR) for each soil type in the Guide to mapping units, following page 102 in the Soil Survey of Yolo County. Enter these numeric ratings in Column G of the Land Evaluation Worksheet.
2. Multiply the percentage of each soil type (Column C) by the SIR (Column G) and enter the value in Column H.
3. Sum the points in Column H to get a single SIR score for the project.

The Irrigated Farmland Rating

Under the Important Farmland protocols that have been created, lands that are identified as being either Prime Farmland or Farmland of Statewide Importance, must by definition have been irrigated during the previous four years (Important Farmland maps are updated every two years). In this way, the Yolo County Important Farmland Map can be utilized as an easy and straightforward way of identifying irrigated croplands.

1. Utilizing the Yolo County Important Farmland Map to locate and delineate the project.
2. Estimate if $\geq 50\%$ or $\leq 50\%$ of the project perimeter is bordered by irrigated farmland, denoted by the symbols P and S for Prime Farmland and Farmland of Statewide Importance, respectively. (Only Prime Farmland and Farmland of Statewide Importance are considered to be irrigated in this model).
3. Estimate the percentage of the project itself that is irrigated (the percentage of the project that is defined as Prime Farmland or Farmland of Statewide Importance), utilizing a planimeter or other method.
4. Utilizing Table 2, determine the Irrigated Farmland Rating for the project, and enter this figure on the Land Evaluation Worksheet.

Table 2. Irrigated Cropland Rating

Percentage of project that is irrigated	Score if 50% surrounded by irrigated farmland	Score if $\leq 50\%$ surrounded by irrigated farmland
75-100	100	100
50-74	80	60
1-49	80	40
0	80	0

B. Scoring of Site Assessment Factors

The Yolo County LESA Model includes three Site Assessment Factors that are separately scored:

1. Project Size Rating
2. Separation from Urban Conflict Rating
3. County Zoning Rating

A Site Assessment Worksheet is included in the Appendix to facilitate the scoring of these factors.

The Project Size Rating

1. Utilizing the same information collected for the different soil types identified for a given project (tabulated in Column C of the Land Evaluation Worksheet), determine the total acreage in each of three subsets: Class I and II soils; Class III soils; and Class IV or lower soils as defined by USDA LCC. Enter the acreage figures for each subset in the appropriate space on the Site Assessment Worksheet.
2. Use Table 3 to assign a point score for each of the three subsets of soils that may be found to exist in a given project. Determine which subset yields the highest score. This figure is used as the Project Size Rating, and is entered in the Site Assessment Worksheet. (For example, a given project may consist of 100 total acres, 50 of which are LCC Class I and II soils, and the remaining 50 being LCC Class III soils. In this case, the Class I and II soils would yield a score of 80 points, while the Class III soils would yield a score of 60 points. The higher score is created by the Class I and II soils, and this score [80 points] is the one that is then used to define the Project Size Rating for this project).

Table 3. Project Size Scores

Class I and II		Class III		Class IV or Lower	
<u>Acreage</u>	<u>Points</u>	<u>Acreage</u>	<u>Points</u>	<u>Acreage</u>	<u>Points</u>
≥80	100	≥160	100	≥320	100
60-80	90	120-160	90	240-320	80
40-59	80	80-119	80	160-239	60
20-39	50	60-79	70	100-159	40
10-19	30	40-59	60	40-99	20
≤10	0	20-39	30	≤40	0
		10-19	10		
		≤10	0		

The Urban Separation Rating

The percentage of the area (acreage) of a project that is beyond 500 feet of groups of 5 or more residential units is used as a measure of a project's separation from urban areas and potential urban conflict.

1. Locate the appropriate quadrant(s) (i.e., N19) for the project on the Yolo County Addressing System Field Binder Master Key (see Appendix 1).
2. Obtain a photocopy of the necessary page(s) from the Yolo County Planning Department (quadrant N19 is page N19). Sometimes an inset is needed as well.

3. Draw the boundaries of the project on the map. Locate all the cluster of 5 or more residential units within 500 feet of the edges of the project. Use a compass or engineer's scale to delineate the entire project that is within 500 feet of the edges of the units.
4. Using a planimeter, calculate the ratio of the project's area that is outside of the 500-foot delineation compared to the total project area. Multiply by 100 to obtain the Urban Conflict Rating, and enter this figure in the Site Assessment Worksheet. (For example, a project with 90% of its area outside the 500-foot delineation would receive an urban conflict score of 90.) Simply stated, a high score under the Urban Separation Rating is the result of a low proportion of a site being in close proximity to residential areas.

The County Zoning Rating

1. Use the parcel map(s) to help locate the project on the county zoning maps maintained by the Yolo County Planning Department. Determine whether or not the project is zoned AP. Identify the zoning of all of the parcels that are immediately adjacent to the project. Note exactly where the zoning changes occur along the project perimeter.
2. Measure the perimeter of the project and determine the proportion of the perimeter that is immediately adjacent to AP zoned parcels.
3. Calculate the ratio of the portion of the perimeter adjacent to AP zoning to the entire perimeter.
4. Derive the County Zoning Rating from Table 4.

Table 4. County Zoning Rating Scores

Project Zoning	Perimeter Zoning	Zoning Score
Zoned AP	≥75% of perimeter zoned AP	100
Zoned AP	50-74% of perimeter zoned AP	75
Zoned AP	≤49% of perimeter zoned AP	50
not zoned AP	≥75% of perimeter zoned AP	100
not zoned AP	50-74% of perimeter zoned AP	50
not Zoned AP	≤49% of perimeter zoned AP	0

IV. Weighting of Land Evaluation and Site Assessment Factors

Each of the Land Evaluation and Site Assessment factors is rated on a separate 100-point scale. Once this rating has been completed, the factors are weighted to define their relative significance in creating a single LESA score for a given project.

Individual Factor Weights

Each of the Yolo County LESA factors has been weighted according to the following:

Land Evaluation Factors

Land Capability Classification	20%
Storie Index	20%
Water	10%
Land Evaluation Subtotal	50%

Site Assessment Factors

Project Size	20%
Urban Separation	15%
County Zoning	15%
Site Assessment Subtotal	50%

Total LESA Factor Weighting	100%
-----------------------------	------

In the Yolo County LESA, weighting is equally divided between the Land Evaluation factors and the Site Assessment factors (each represents 50% of the total score). For a given project, each factor's previously derived score is multiplied by the assigned weighting. The summation of each of these six weighted scores yields a single LESA score for the project, based upon 100-point scale.

V. Thresholds

The Yolo county LESA Model provides scoring thresholds that can divide agricultural land resources into four basic categories. These thresholds have been based on extensive field testing of the Model in Yolo County. The grouping are the following:

≥75 Points:	Tier 1 Agricultural Resource - the very highest agricultural importance
60-74 Points	Tier 2 Agricultural Resource - high agricultural importance
40-59 Points	Tier 3 Agricultural Resource - moderate agricultural importance
≤40 Points	Tier 4 Agricultural Resource - low agricultural importance

These thresholds are best suited for analysis of broad land use designations, such as those made under sphere of influence studies. For more specific parcel by parcel studies, such as for consideration of annexations, LESA thresholds that are based upon the individual LE and SA scores may be in order. In this way, given project would need to attain minimum score under both the LE and SA scores, in addition to the cumulative score. This reduces the likelihood of the skewing of scores (e.g. project with receiving score of 60, but with LE and SA subscores of 10 and 50).

VI. Appendix

Appendix 1 - Samples of Needed Base Information for LESA Rating

1. Zoning Map Designations
2. Soil Survey Map
3. Addressing Page

Appendix 2 - Examples of completed LESA Rating Worksheets

Examples of completed LESA Rating Worksheets

1. Land Evaluation Worksheet
2. Site Assessment Worksheet
3. Combined LESA Score Sheet

Appendix 3 - Blank LESA Worksheets

1. Land Evaluation Worksheet
2. Site Assessment Worksheet
3. Combined LESA Score Sheet

Soil Survey of Yolo County, CA - Davis



Local Agency Formation Commission of Yolo County

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LESA MODEL LAND EVALUATION WORKSHEET

(See Yolo County LESA narrative for detailed scoring instructions)

Project Name _____

1. Land Capability Classification, and 2. Storie Index Scoring

A	B	C	D	E	F	G	H
Soil Type (map unit)	Area	% (B/total area)	LCC	LCC points	LCC Score (C*E)	SIR	SIR Score (C*G)
Total Area				LCC Score		SIR Score	

LCC Point Assignment Table

LCC	I	Ile	IIs,w	IIle	IIIs,w	IVe	IVs,w	V	VI	VII	VIII
Points	100	90	80	70	60	50	40	30	20	10	0

3. Irrigated Farmland Scoring

Total area of project _____ (a)

Area of project that is irrigated _____ (b)

(b) / (a) x 100 = _____ % of project that is irrigated

Length of project perimeter _____ (c)

Length of perimeter adjacent to irrigated farmland _____ (d)

(d) / (c) x 100 = _____ % surrounded by irrigated farmland

See table below for appropriate Irrigated Farmland Score.

Irrigated Farmland Score _____

Percentage of project that is irrigated	Score if 50% surrounded by irrigated farmland	Score if ≤50% surrounded by irrigated farmland
75-100	100	100
50-74	80	60
1-49	80	40
0	80	0

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LESA MODEL SITE ASSESSMENT WORKSHEET

(See Yolo County LESA narrative for detailed scoring instructions)

Project Name _____

1. Project Size

	Acres	Points
Class I and II Acres	_____	_____
Class III Acres	_____	_____
Class IV or Lower Acres	_____	_____
		Project Size Score _____

Project Size Scoring

Class I and II		Class III		Class IV or Lower	
<u>Acreage</u>	<u>Points</u>	<u>Acreage</u>	<u>Points</u>	<u>Acreage</u>	<u>Points</u>
≥80	100	≥160	100	≥320	100
60-80	90	120-160	90	240-320	80
40-59	80	80-119	80	160-239	60
20-39	50	60-79	70	100-159	40
10-19	30	40-59	60	40-99	20
≤10	0	20-39	30	≤40	0
		10-19	10		
		≤10	0		

2. Urban separation

(Area of project not in urban conflict) / (total area if project) X 100 = Separation from Urban Conflict Score)

(_____) / (_____) X 100 = Urban separation Score

Urban Separation Score _____

SITE ASSESSMENT WORKSHEET (continued)

Project Name _____

3. County Zoning

Is project, or portion of project zoned AP? ☐ Yes ☐ No

Total length of project perimeter _____ (a)

Length of perimeter directly adjacent to AP zoning _____ (b)

(b) / (a) X 100 = _____ % of perimeter zoned AP

See table below for appropriate zoning score.

County Zoning Score _____

County Zoning Scoring

Project Zoning	Perimeter Zoning	Zoning Score
Zoned AP	$\geq 75\%$ of perimeter zoned AP	100
Zoned AP	50-74% of perimeter zoned AP	75
Zoned AP	$\leq 49\%$ of perimeter zoned AP	50
not zoned AP	$\geq 75\%$ of perimeter zoned AP	100
not zoned AP	50-74% of perimeter zoned AP	50
not Zoned AP	$\leq 49\%$ of perimeter zoned AP	0

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**LESA MODEL
COMBINED LAND EVALUATION AND SITE ASSESSMENT
PROJECT SCORE SHEET**

	<u>Score</u>	X	<u>Weight</u>	=	<u>Weighted</u> <u>Score</u>
Land Evaluation					
Land Capability Classification	_____	X	(0.20)	=	_____
Storie Index Rating	_____	X	(0.20)	=	_____
Irrigated Farmland	_____	X	(0.10)	=	_____
Site Assessment					
Project Size	_____	X	(0.20)	=	_____
Separation from Urban Conflict	_____	X	(0.15)	=	_____
County Zoning	_____	X	(0.15)	=	_____
Sum the above weighted scores to obtain the Total LESA Score.					
Total LESA Score					_____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: H.17
SUBJECT: Second Community Pool - Project Scope and Financing

Recommendation for Action: Staff recommends that the City Council 1) receive a presentation and provide comments on the preliminary project scope and financing options for a second community aquatics facility; and 2) appoint an ad-hoc subcommittee of the Council to work with staff to bring back a recommended project scope and funding plan at the October 19, 2021 Council Meeting.

Staff Contact:

Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:

This is an informational report and as such has no direct fiscal impact. The preliminary cost estimate for the selected plan for a second aquatics facility is approximately \$9 million. Additionally, the second community aquatics facility would result in increased operating costs in the range of \$700,000 to \$800,000. These costs are anticipated to be partially offset by potential revenues from fees charged for use of the facility.

To date, the Council has set-aside \$2.00 million for the acquisition of the property and design/construction of the project, of which \$250,000 has been expended on the agreement for reservation of the pool site from Woodland Joint Unified School District. The budget forecast does not yet include baseline funding required to operate the second pool facility.

City Council Priority Goals:

The project is identified as a priority quality of life initiative within the 2021-2022 City Council Priority Goals.

Background:

The City currently operates one municipal pool, the Charles Brooks Community Swim Center, located adjacent to Woodland High School. This facility includes a 50-meter pool and a small youth pool. In 2017, an aquatics feasibility study was conducted, to include a series of public meetings, and draft design concepts were presented at a public workshop in March of 2018. In July, 2019 the City Council provided feedback and direction on the features to be included with the project.

In September, 2018, the City Council authorized the City Manager to execute a Joint Use Agreement with WJUSD to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility. Execution of the Joint Use Agreement committed the City to an up-front payment of \$250,000 (Measure J funds) for the reservation of the land. The agreement has a term of up to 80 years, including (1) WJUSD's reservation of the land for the City for up to ten years; (2) a 50-year term for the City's construction and operation of the pool; and, (3) the option to extend the term for up to an additional 20 years.

Commencement of the Joint Use Agreement for the property adjacent to Pioneer High School was tied to the close of escrow for the City's purchase of the Willow Spring parcel which occurred on June 14, 2019.

Discussion:

With the securing of the site for a new Community Aquatics Facility, focus has now shifted to confirmation of the project scope and development of a financing plan to advance this priority project. As part of this evening's City Council meeting, staff will provide an overview of potential features for the pool project, estimated costs

as well as a funding strategy to deliver the project. Council feedback on the project scope and funding options will inform the next steps toward implementation of the project.

Conclusion:

Staff recommends that the City Council 1) receive a presentation and provide comments on the preliminary project scope and financing options for a second community aquatics facility; and 2) appoint an ad-hoc subcommittee of the Council to work with staff to bring back a recommended project scope and funding plan at the October 19, 2021 Council Meeting.

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

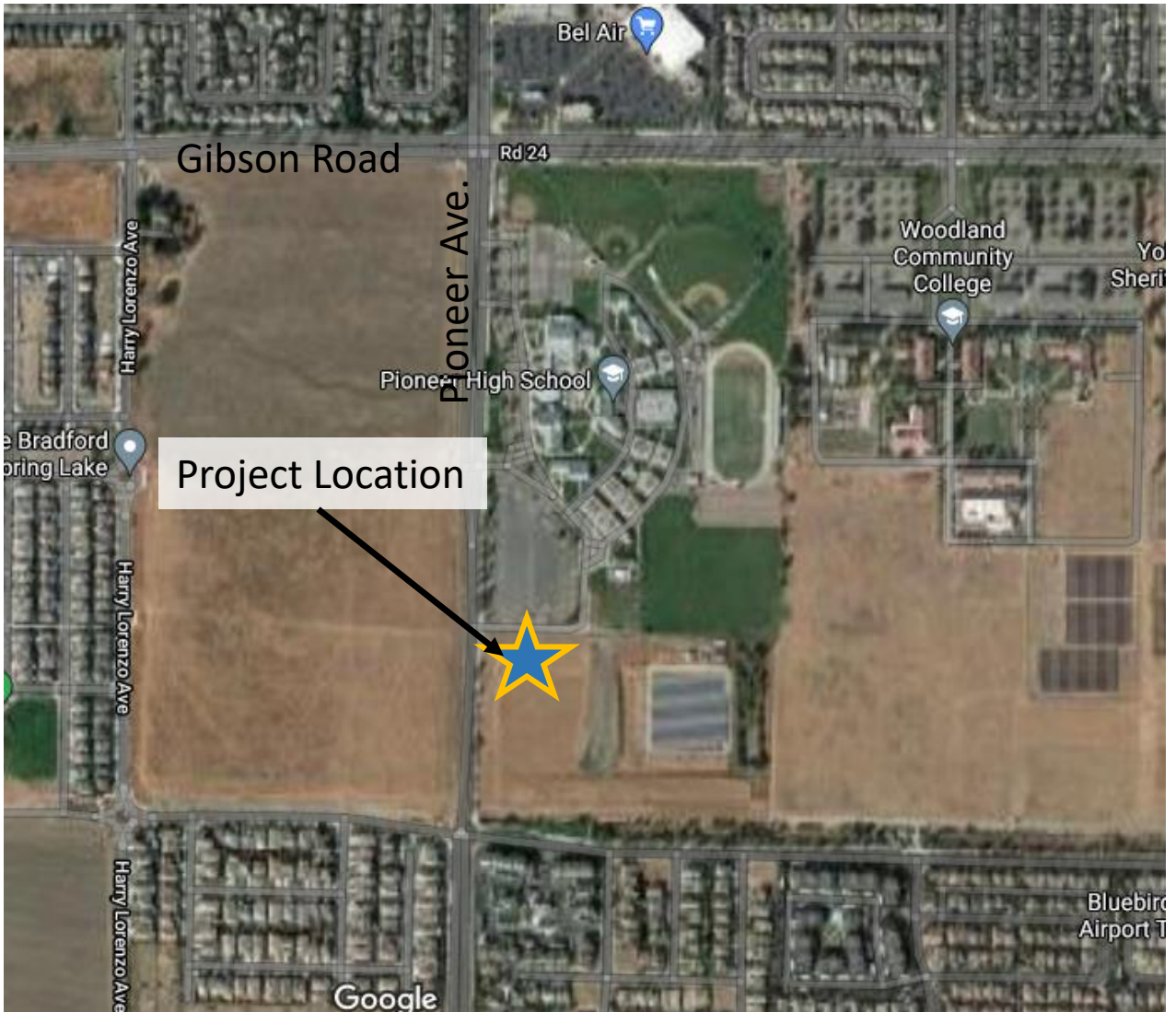
Ken Hiatt
City Manager

Attachments:

1. Project Location Map
2. Southeast Area Aquatic Center

Second Aquatic Facility

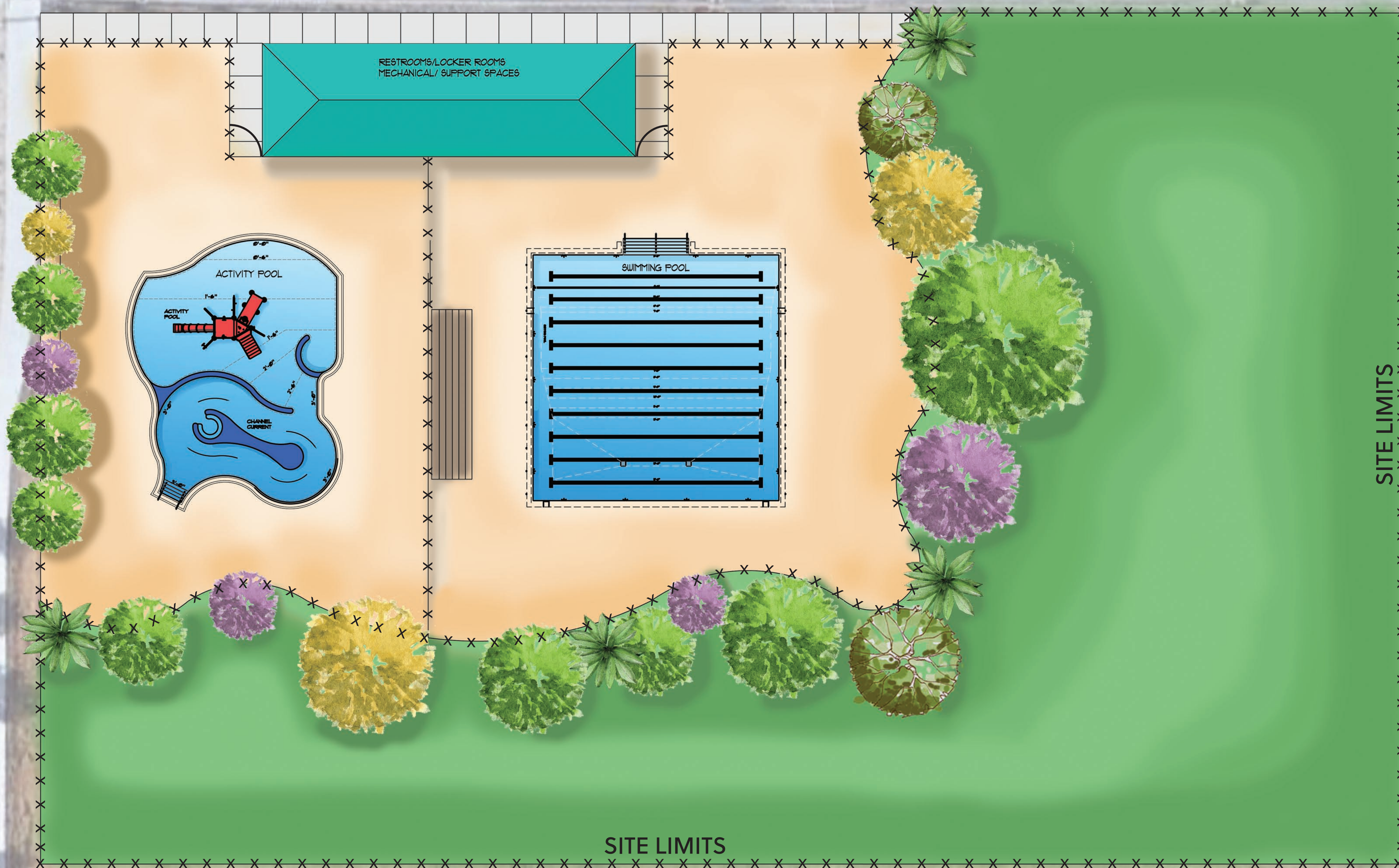
Project Location Map



SOUTHEAST AREA AQUATIC CENTER

AQUATIC FACILITY INFORMATION

- **Site Program: 2.5 Acres**
- **Building Program: 3,500 SF**
 - Office
 - Locker Dressing Room
 - Staff / Lifeguard Room
 - Mechanical Room
 - Chemical Storage
 - Custodial Closet
- **Swimming Pool Program: 5,737 SF**
 - 10 Lanes Lap Swim
 - 8 Lanes Competition Swim
 - Shallow Learn to Swim
 - Recreation Swim Area
 - ADA Accessible
 - Depths: 3'-6" to 13'-0"
- **Activity Pool Program: 3,996 SF**
 - Zero-Depth Beach-Type Entry
 - Interactive Water Play
 - Current Channel
 - Fitness Class
 - Learn to Swim
 - Recreation Swim
 - Depths: 0'-0" to 3'-0"



AMENITIES



PROGRAMS





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 17, 2021
ITEM #: H.18
SUBJECT: American Rescue Plan (ARP) Update and Funding Plan

Recommendation for Action: Staff recommends that the City Council receive an update on the development of the City's American Rescue Plan (ARP) Act spending plan, receive an overview of guidance on eligible uses of the funding, and provide direction to staff.

Staff Contact:

Kim McKinney, Director of Administrative Services, (530) 661-5849,
kimberly.mckinney@cityofwoodland.org

Fiscal Impact:

The City will receive \$11,114,656 in American Rescue Plan Act (ARP) funds. The first half of the revenues (approximately \$5.5 million) was received in June 2021, and the remaining funds will be allocated in June 2022. The approved fiscal year 2021/22 budget allocated \$5.5 million to a separate fund pending Council discussion and approval of a spending plan.

Background:

On March 11, the American Rescue Plan Act of 2021 (ARP) was signed into law. The \$1.9 trillion package includes \$350 billion for state and local governments to respond to the COVID-19 emergency and to recover revenues lost as a result of the economic fallout from the pandemic.

On May 10, 2021 the US Department of Treasury issued and *Interim Final Rule* on the State and Local Fiscal Recovery Funds, which details how the funds can be spent and provides additional clarifying guidance to the original ARP legislation. Since then, the Department of Treasury has provided periodic updates to "Frequently Asked Questions" regarding the State and Local Recovery Funds, has allowed for a public comment/question period through July 16, 2021, and is expected to issue a Final Rule in the coming months.

Discussion:

Since the passage of ARP, staff has been monitoring the guidance and clarifying information that continues to be published, and has focused efforts on calculating the City's revenue lost, and gathering information about eligible projects and efforts based on the criteria provided by the Department of Treasury.

Some of the key aspects in the ARP guidance that inform and impact the City's development of a spending plan include the following:

Funding Allocated:

On May 10, 2021, the Department of Treasury confirmed funding, with Woodland's final allocation totaling \$11,114,656. Staff submitted the formal application and certifications necessary to request the funding allocated to the City. Treasury also confirmed that the funds would be paid in two equal installments, with the first half being paid in June 2021, and the second allocation planned for one year later.

Timeline for Use of Funds:

Funds may only be used for costs incurred during the period beginning March 3, 2021 through December 31, 2024. Funds committed by December 31, 2024 may be spent through December 31, 2026. Any ARP funds unused, or any costs deemed ineligible by the Treasury, must be returned by December 31, 2026.

Eligible Use of the Funds

The ARP specifies expenditures that are allowable in the following four areas:

1. Respond to the public health emergency and address its negative economic effects, including assistance to households, small businesses, and nonprofits or to aid impacted industries such as tourism, travel, and hospitality;
2. Provide “premium pay” to essential employees or grants to their employers;
3. Provide government services affected by a revenue reduction during the pandemic; and,
4. Make investments in water, sewer and broadband infrastructure.

As discussed previously, the U.S. Treasury issued the *Interim Final Rule*, which specifically defines what is allowable for each of these areas. The Treasury has also published significant additional information in a Frequently Asked Questions (FAQ) document that, together with the *Interim Final Rule*, serves as the guidance for the use of the ARP State and Local Fiscal Recovery Funds.

The Interim Final Rule can be read at the following location: [Department of Treasury Interim Final Rule](#)
And the Frequently Asked Questions document is available at the following location: [State and Local Fiscal Recovery Funds FAQ](#)

Some of the key takeaways from the guidance are highlighted below:

Respond to public health emergency and negative economic effects

- Requires that recipients first identify a need or negative impact caused by COVID-19, and second, identify how the program, service or intervention addresses the need or impact.
- Responses must be related and reasonably proportional to the extent and type of harm experienced.
- A general infrastructure project typically would not be included unless the project responded to a specific pandemic public health need.
- Recipients are encouraged to provide assistance to communities most disproportionately impacted by the pandemic.

Revenue reduction

- Recipients must calculate the reduction in general revenues (per Census Bureau definitions) as of December 31, 2020, 2021, 2022, and 2023 according to a specific formula.
 - The formula uses fiscal year 2018/19 as a “base” year, and allows for an assumption of growth each year based on a five-year average.
- Revenues recovered can be used to support general governmental services.

Investments in water, sewer and broadband

- Water projects must meet *Drinking Water State Revolving Fund* requirements.
- Storm water projects that have a water quality benefit are eligible.
- Sewer projects must meet *Clean Water State Revolving Fund* requirements.
- Broadband projects must meet symmetrical 100 Mbps download and upload, with some exceptions.

Premium pay

- Recipients of premium pay must perform essential work during the COVID-19 public health emergency.
- Essential work is defined as work involving regular in-person interactions or regular physical handling of items that were also handled by others.
- Premium pay should prioritize low and moderate income workers that perform essential work.

Ineligible Uses of the Funds

The ARP specifies a few ineligible uses of the funds:

1. Recipients may not use funds to deposit in any pension fund.
2. Recipients shall not use funds to offset reductions in taxes.
3. Recipients must comply with all other federal statutes and regulations. This includes not being able to use ARP funds to match other federal grants.
4. Recipients may not use funds for debt service payments.

While these are the only items identified in the text of the ARP as being ineligible, the guidance provided by the U.S. Treasury makes clear that any use of the funds that does not bear a direct and proportional relationship to the COVID-19 public health emergency will likely be considered an ineligible use.

Reporting

The City is required to provide our first interim report on activities under the ARP by August 31, 2021. Reporting requirements are expected to be quarterly to the US Treasury thereafter.

City Prioritization Process

Staff has been coordinating with Yolo County and the other cities within the County to discuss potential opportunities for partnering and maximizing the impact of the local ARP funding. While each agency's priority funding projects or programs differ, several areas of common interest in funding have been identified and are being explored.

Yolo County has conducted several workshops throughout the County to seek community input regarding priority areas for funding allocation. Staff and some Councilmembers participated in the workshops, and the County has shared preliminary results from the input received.

A Council ad hoc subcommittee was formed and has met with staff on several occasions. These discussions have primarily focused on sharing updated guidance and identifying broad categories of priority areas for targeted attention and discussion of funding opportunities. From these discussions, the subcommittee has begun to frame prioritization of these funds into 5 key categories summarized below and to be discussed in further detail during the Council presentation.

1. Revenue Recovery (Restore general revenues needed to deliver City services)
2. Responding to COVID -19 Public Health Crisis (Mental Health/Wellness services, improved air quality at public facilities, invest in technologies to improve emergency response)
3. Addressing Negative Economic Effects of COVID-19 (Business recovery programs, workforce training/skills, city utility assistance)
4. Youth Services / Childcare (build child care capacities, facilities and programs for youth)
5. Infrastructure (Infrastructure investments - particularly water & storm water)

The subcommittee has also discussed the need for the City's own public input process, to expand upon

information gathered during the County's workshops. In light of the current COVID-19 conditions and in an abundance of caution, staff and the subcommittee believe that an in-person input meeting may not be the most effective way to reach the community. Staff is recommending that a survey be developed and circulated to allow for community input to assist with informing the Council's prioritization of the ARP funding.

Following completion of the community survey, and with the help of the input received through that process, staff will return to Council with spending plan options for allocation of the \$11.1 million in ARP funding.

Staff and the Council sub-committee look forward to Council feedback on these priority areas as well as potential projects/programs that align with these areas. Ultimately, the subcommittee intends to bring back a final set of funding recommendations that yields a transformative and lasting impact, leverages additional resources, and builds strong partnerships within the community.

Conclusion:

Staff recommends that the City Council receive an update on the development of the City's American Rescue Plan (ARP) Act spending plan, receive an overview of guidance on eligible uses of the funding, and provide direction to staff.

Prepared by: Kim McKinney, Director of Administrative Services

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Ken Hiatt
City Manager

Attachments:

None