



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 5, 2022
6:00 PM

CITY COUNCIL

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. 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. In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM in the following manner: 1) Call (530) 661-5900 and leave a voicemail message no more than three (3) minutes when played. Voicemail messages received will be played during the City Council meeting and read into the record at the appropriate time; or 2) Submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Pioneer Girls Varsity Soccer Team

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation honoring the Pioneer High School Girls Varsity Soccer team for their recent section championship.

3. SUBJECT: Woodland Joint Unified School District - Mission, Vision, and District Goals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

receive a presentation from Woodland Joint Unified School District Board President Jake Whitaker and Superintendent Elodia Ortega-Lampkin on the District's recently updated mission, vision, and district goals.

4. SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Antonio Morales, ASSETs Site Coordinator at Woodland High School.

G. CONSENT CALENDAR

5. SUBJECT: Proclaim April as Child Abuse Prevention Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize April 2022 as Child Abuse Prevention Month.

6. SUBJECT: City Council Meeting Minutes of March 1, 2022 and March 15, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of March 1, 2022 and March 15, 2022.

7. SUBJECT: Sustainability Advisory Committee Meeting Minutes for February 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the February 16, 2022 meetings of the Sustainability Advisory Committee.

8. SUBJECT: Parks & Recreation Commission Meeting Minutes of January 24, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive January 24, 2022, Parks & Recreation Commission Meeting Minutes.

9. SUBJECT: Public Works Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of December 2021 through February 2022.

10. SUBJECT: Agreement with Woodland Haven Child Care Center

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement to provide funding through a forgivable loan for Woodland Haven Child Care Center, and appropriating \$775,000 in General Fund reserve balances.

11. SUBJECT: Award Construction Contract and Construction Inspection Consultant Agreement for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

adopt Resolution No. _____, to:

1. Appropriate \$3,485,000 in the Storm Drain Fund (221) to the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06; and
 2. Approve the Agreement Between the County of Yolo and the City of Woodland Regarding Storm Drainage Services Provided Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Culvert Replacement Project; and
 3. Award a construction contract in the amount of \$2,697,320 to T&S Construction, Inc. for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, and authorize a contract contingency of up to 15% (\$404,598), and
 4. Approve a consultant agreement for construction inspection services with WSP USA, Inc. for an amount up to \$165,000, authorize a contingency of up to 10% (\$16,500), and authorize the City Manager to execute the agreement; and
 5. Approve a consultant agreement for environmental services with Environmental Science Associates for an amount up to \$77,877, authorize a contingency of up to 10% (\$7,787), and authorize the City Manager to execute the agreement; and
 6. Authorize the City Manager to execute the Memorandum of Understanding with Yoche Dehe Wintun Nation for tribal monitors for the Project.
12. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5106, Spring Lake Central 3 and Spring Lake Backbone Infrastructure Project Entitled Parkland Avenue Extension

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5106 Spring Lake Central 3.

13. SUBJECT: Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing

RECOMMENDATION FOR ACTION: Staff recommends City Council adopt resolution No. _____, authorizing the Mayor to Execute the Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

14. SUBJECT: Additional Appropriation for Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an additional appropriation of \$330,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22 based on funds provided by Friends of the Mission which will increase the budget for CIP 19-22 from \$3,753,972 to \$4,083,972; and (2) approving total contract contingencies of up to \$1,047,136 for a total contract authorization amount of \$3,371,636 and (3) approving amendment #1 to the construction management and inspection agreement with Unico Engineering in the amount of \$50,000.

15. SUBJECT: Electrify Yolo Project Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project.

16. SUBJECT: Installment Sale Agreement and Grant Water Recycling Construction Financing for the Spring Lake Recycled Water Project (CIP #17-07)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Clean Water/Water Recycling Funding Program, California State Water Resources Control Board (SWRCB) Installment Sale Agreement and Grant Spring Lake Recycled Water Project, Project No. C-06-8384-110, Agreement No. D2101047.

17. SUBJECT: Velocity Island Park - Fifth Amendment to Ground Lease

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Fifth Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

H. PUBLIC HEARINGS - 7:00 PM

18. SUBJECT: Final District Map for Adoption

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Hold a public hearing and receive public input on Final District Map; and 2) Adopt Ordinance No. 1683, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

I. REPORTS OF THE CITY MANAGER

19. SUBJECT: Grant Agreement - Boys and Girls Club

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Grant Agreement to provide City funding for a Woodland Branch of the Boys and Girls Club contingent on approval of matching funding from Yolo County and appropriating \$1,400,000 in General Fund reserve balances.

20. SUBJECT: City of Woodland Weed Abatement Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on weed abatement and vegetation management procedures for the upcoming fire season.

21. SUBJECT: Safe Firearms Storage Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

introduce by title only and waive first reading of Ordinance No. _____, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

22. SUBJECT: Boards and Commissions Application Period

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Acknowledge the Board and Commission Recruitment Period from April 1, 2022 through May 13, 2022; and
- 2) Direct staff to abolish the Board of Building Appeals; and
- 3) Initiate a conversation on other areas of streamlining and effective use of commissions as discussed at the Council Retreat.

23. SUBJECT: Fiscal Year 2022/23 Spring Budget Workshop

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2022/23 Budget.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, April 5, 2022 was posted on Friday, April 1, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

A handwritten signature in black ink, appearing to read 'Ana B. Gonzalez', with a large, stylized flourish at the end.

Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: E.1
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

APRIL 19TH

REGULAR MEETING

Big Day of Giving – May 5, 2022

Safe Firearms Storage Ordinance – 2nd Reading

2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Authorize Bidding

Second Aquatic Complex Project Update – Approve Design Consultant – CIP 19-18

Woodland Hotel Business Improvement District – Resolution of Intention

Public Hearing - Military Equipment Use Policy – 1st Reading

Update on City Logo Process

MAY 3RD

CANCELLED

REGULAR MEETING

CAP TO CAP – APRIL 30TH – MAY 4TH

MAY 10TH

SPECIAL MEETING

City Council Meeting Minutes for April 5, 2022 and April 19, 2022

Mosquito Vector Control Annual Update

Amendment to Chapter 17.110 of City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and Amendment to Chapter 5.28 of Municipal Code related to Cannabis

Business Permits

Measure E / F & J / R Spending Plans

MAY 17TH

REGULAR MEETING

Military Equipment Use Policy – 2nd Reading

Woodland Research Technology Park – EIR Specific Plan Adoption

Outdoor Dining Parklet - Temporary Ordinance

Future Topics / Study Sessions:

Waste Management Residential Smart Truck (TBD)

Rule 20A Undergrounding District (TBD)

Comprehensive Zoning Update (Summer/Fall 2022)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: F.2
SUBJECT: Pioneer Girls Varsity Soccer Team

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation honoring the Pioneer High School Girls Varsity Soccer team for their recent section championship.

Staff Contact:

Spencer Bowen, Communications Manager & Policy Analyst | spencer.bowen@cityofwoodland.org

Background:

In February, the Pioneer High School girls varsity soccer team won the CIF Sac Joaquin Section Division 4 Championship in a penalty shootout over Kimball.

Discussion:

Given Woodland's long affinity for youth sports and the particular accomplishments of this team, staff thought it worthy of a proclamation upon City Council's return to in-person meetings.

Staff also prepared a brief summary of other local high school athletics accomplishments so far this year:

Woodland High School

- Football: second round of playoffs, first time in more than a decade
- Girls Volleyball: League champs
- Boys Soccer: League champs

Woodland Christian

- Football - League Champs
- Girls Volleyball - League Champs
- Girls Basketball - League Champs, qualified for State
- Boys & Girls Soccer - both given a first round playoff bid for "competing up" in the D3 GEL (as a D6 school)

Pioneer

- Football: Co-League Champs
- Cross Country Girls: League champs
- Boys Basketball: League Champs

Conclusion:

Staff recommends that the City Council adopt a Proclamation honoring the Pioneer High School Girls Varsity Soccer team for their recent section championship.

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Ken Hiatt
City Manager

Attachments:

1. PioneerHSVarsityGirlsSoccerProclamantion4.5.22

CITY OF WOODLAND
PROCLAMATION HONORING
PIONEER HIGH SCHOOL GIRLS VARSITY SOCCER

WHEREAS, Woodland has a long tradition of and strong passion for supporting youth sports in our community; and

WHEREAS, Woodland Joint Unified School District's athletics programs have supported the development and success of thousands of young student-athletes; and

WHEREAS, the Pioneer Patriots girls varsity soccer team won the CIF Division 4 Section Championship in a shootout over Kimball in February 2022; and

WHEREAS, the team went undefeated in the Golden Empire League and won fourteen games in a row; and

WHEREAS, the team brought great pride to their friends, families, and all Woodlanders with their historic season and Section Championship.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, hereby asks all residents to join us in proudly honoring and celebrating the Pioneer girls varsity soccer team for their profound accomplishments and commitment to excellence.

DATED: April 5, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tempore

Tom Stallard, Council Member

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: F.3
SUBJECT: Woodland Joint Unified School District - Mission, Vision, and District Goals

Recommendation for Action: Staff recommends that the City Council receive a presentation from Woodland Joint Unified School District Board President Jake Whitaker and Superintendent Elodia Ortega-Lampkin on the District's recently updated mission, vision, and district goals.

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: F.4
SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Antonio Morales, ASSETs Site Coordinator at Woodland High School.

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.5
SUBJECT: Proclaim April as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council recognize April 2022 as Child Abuse Prevention Month.

Staff Contact

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

Background

At the request of the Yolo County Children's Alliance, the Woodland City Council is being asked to consider adopting a proclamation recognizing April 2022 as Child Abuse Prevention Month and promoting the new campaign "Building Youth Resilience." Building Youth Resilience provides resources for youth and their parents/caregivers to promote resilience, self-care and personal growth.



Ken Hiatt
City Manager

Attachments:

1. Proclamation

**CITY OF WOODLAND
CHILD ABUSE PREVENTION MONTH PROCLAMATION
APRIL 2022**

WHEREAS, child abuse and neglect continue to pose serious threats to our nation’s children; and

WHEREAS, Adverse Childhood Experiences (ACEs), such as physical, emotional, and sexual abuse, neglect, and parental stress or illness, can have short- and long-term outcomes, including a multitude of health and social problems; and early evidence-based prevention and intervention efforts are less costly than trying to fix the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, at the start of the pandemic, children had decreased access to mandated reporters, such as teachers and medical providers. Thus, it is important to note that even more children in Woodland may have experienced abuse and/or neglect in 2020; and

WHEREAS, preventing child abuse and neglect is a community issue, and we all have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults. Woodland is fortunate to have people and organizations who work to bring awareness to this issue and who help children and families dealing with abuse and neglect. Community-based prevention services can strengthen families and reduce the likelihood of child abuse and neglect; and

WHEREAS, the Yolo County Children’s Alliance (YCCA) was founded as the Child Abuse Prevention Council (CAPC) of Yolo County in 2002 and for the past 20 years, has continued to coordinate county efforts to prevent and respond to child abuse and neglect. Yolo County’s child abuse prevention efforts are fostered by the contributions of the following agencies and organizations: CommuniCare Health Centers, Empower Yolo, First 5 Yolo, West Sacramento Police Department, Yolo County CASA, Yolo County District Attorney’s Office- Multi-Disciplinary Interview Center, Yolo County HHSA, Yolo County Office of Education, and Yolo County Probation; and

WHEREAS, prevention can only be accomplished if we, both as a City and a County, take responsibility to offer parents and families the support and tools they need to provide healthy, nurturing homes for their children.; and

WHEREAS, Woodland residents are encouraged to support child abuse prevention activities in their communities by joining the new CAPC campaign **Building Youth Resilience**, which engaged and empowered youth to directly inform the process of curating a resource guide. Building Youth Resilience provides resources for youth and their parents/caregivers to promote resilience, self-care and personal growth; and

NOW, THEREFORE BE IT PROCLAIMED that the City Council of the City of Woodland does hereby recognize the month of April 2022 to be “Child Abuse Prevention Month”.

Dated: April 5, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tem
Rich Lansburgh, Council Member

Tania Garcia-Cadena, Council Member
Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.6
SUBJECT: City Council Meeting Minutes of March 1, 2022 and March 15, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of March 1, 2022 and March 15, 2022

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. 03.01.2022 CC DRAFT Mins
2. 03.15.2022 CC DRAFT Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 1, 2022

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The March 1, 2022 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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

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

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

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

CLOSED SESSION 5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNCIL - Anticipated Litigation
Significant exposure to litigation pursuant to Sec. 54956.9(b) (one case)

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

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll call.

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

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Stallard.

F. COMMUNICATIONS - PUBLIC COMMENT

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

Received e-mail from Communicate Ccib regarding Speed Limit Removal.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

H. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of February 1, 2022 and February 15, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 1, 2022 and February 15, 2022.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of February 1, 2022 and February 15, 2022.

4. SUBJECT: March 2022 Women's History Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

proclaim March 2022 as Women's History Month, themed "Women Providing Healing, Promoting Hope".

Proclaimed March 2022 as Women's History Month, themed "Women Providing Healing, Promoting Hope".

5. SUBJECT: Designation of March 12, 2022 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, designating March 12, 2022 as Arbor Day in the City of Woodland.

Adopted RESOLUTION NO. 7854, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING MARCH 12, 2022 AS ARBOR DAY IN THE CITY OF WOODLAND.

6. SUBJECT: Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

Adopted RESOLUTION NO. 7855, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS.

7. SUBJECT: Final Subdivision Map 4856, Prudler Phase 1 and Final Subdivision Map 5121, Prudler Phase 2, and associated Subdivision Improvement Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve Final Subdivision Map 4856, Prudler Phase 1, and Final Subdivision Map 5121, Prudler Phase 2; and 2) Approve the related Subdivision Improvement Agreement and authorize City Manager to sign on behalf of the City; and 3) Authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Adopted RESOLUTION NO. 7856, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAPS 4856 AND 5121 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA AND AG ESSENTIAL HOUSING CA 1, L.P. FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

8. SUBJECT: 2020 Homeland Security Grant Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$45,805 to the Other Federal Grants Fund (330) for the purchase of Self-Contained Breathing Apparatus cylinders as awarded under the 2020 Homeland Security Grant Program.

Adopted RESOLUTION NO. 7857, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION OF \$45,805 TO THE OTHER FEDERAL GRANTS FUND (330) FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS CYLINDERS AS AWARDED UNDER THE 2020 HOMELAND SECURITY GRANT PROGRAM.

9. SUBJECT: Woodland Fire Department Annual Inspection Compliance Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, acknowledging the City of Woodland Fire Department's Compliance with 13146.2 and 13146.3 of the California Health and Safety Code.

Adopted RESOLUTION NO. 7858, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACKNOWLEDGING THE CITY OF WOODLAND FIRE DEPARTMENT'S COMPLIANCE WITH SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

10. SUBJECT: Second Reading and Adoption of Personal Cultivation of Cannabis Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1682, An Ordinance of the City Council of the City of Woodland, California Amending Section 17.108.070 of the Woodland Municipal Code to Change the Penalty Provisions for Violations of Chapter 17.108 Regarding Personal Cultivation of Cannabis.

Adopted ORDINANCE NO. 1682, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AMENDING SECTION 17.108.070 OF THE WOODLAND MUNICIPAL CODE TO CHANGE THE PENALTY PROVISIONS FOR VIOLATIONS OF CHAPTER 17.108 REGARDING PERSONAL CULTIVATION OF CANNABIS.

11. SUBJECT: Contract with Mark Thomas for Caltrans Project Report for SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Create a new capital project, SR 113/CR 25A Ultimate Interchange Improvement Project, CIPImprovement Project, CIP #21-14; 2) Appropriate \$300,000 from the Road Development Fund (582) to the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP 21-14; 3) Authorize the City Manager to execute a consultant agreement with Mark Thomas in the amount of \$235,136 for preparation of a Caltrans Project Report for the SR 113/CR 25A Ultimate Interchange Improvement Project, CIP #21-14.

Adopted RESOLUTION NO. 7859, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MARK THOMAS CONSULTANT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (CALTRANS PROJECT REPORT) FOR THE SR113/CR25A ULTIMATE INTERCHANGE IMPROVEMENT PROJECT (CIP 21-14).

12. SUBJECT: Revised City Council Resolution for State Homekey Application (Permanent Supportive Housing Project)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the submittal of a State Homekey grant application for up to \$16,000,000 to support the purchase of modular housing units for the 61-unit Permanent Supportive Housing project at the East Beamer Way development site.

Adopted RESOLUTION NO. 7860, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WOODLAND AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM.

13. SUBJECT: Contract Amendment with Lisa Wise Consulting for the Comprehensive Zoning Code Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to; (a) reallocate \$79,700 of funding from the Local Early Action Planning (LEAP) State Planning Grants Program (CIP #21-08) to the Comprehensive Zoning Code Update Project (CIP #07-07)- Fund 325; (b) re-allocate \$65,000 of Regional Early Action Planning (REAP) grant funding from the Cost Recovery Fee Analysis project (CIP #22-11) to the Comprehensive Zoning Code Update Project (CIP #07-07);(c) authorize the City Manager to execute an Agreement with the State Department of Housing and Community Development for the LEAP Planning Grant Program amended grant allocation; and (d) authorize the City Manager to execute Contract Amendment No. 3 with Lisa Wise Consulting, Inc. (LWC) for Planning Services for the Comprehensive Zoning Code Update, authorizing an additional \$130,830 in funding for a total contract amount of \$525,600.

Adopted RESOLUTION NO. 7861, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO REALLOCATE FUNDS IN SUPPORT OF THE COMPREHENSIVE ZONING CODE UPDATE PROJECT (CIP# 07-07), AND APPROVE THE THIRD AMENDMENT TO THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR LISA WISE CONSULTANTS, INC.

14. SUBJECT: Award Construction Contract and Construction Inspection Consultant Agreement for the 2022 Water & Sewer Repair & Replacement Project, CIP #21-01

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: (1) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2022 Water & Sewer Repair & Replacement Project, CIP 21-01; (2) Award a construction contract in the amount of \$3,742,116 to Argonaut Constructors for the 2022 Water & Sewer Repair & Replacement Project (CIP 21-01) and authorize a contract contingency of up to 10% (\$374,212), and (3) Approve a consultant agreement for construction inspection services with UNICO Engineering in an amount up to \$194,247.24, authorize a contingency of up to 10% (\$19,425), and authorize the City Manager to execute the agreement.

Adopted RESOLUTION NO. 7862, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH ARGONAUT CONSTRUCTORS AND APPROVING A CONSULTANT AGREEMENT WITH UNICO ENGINEERING FOR CONSTRUCTION INSPECTION FOR CIP 21-01, THE 2022 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 3 through 14.

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

I. REPORTS OF THE CITY MANAGER

15. SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive a mid-year update on the Fiscal Year 2021/22 Budget.

Received a mid-year update from Finance Officer Evis Morales on the Fiscal Year 2021/22 Budget.

16. SUBJECT: Fiscal Year 2021/22 Mid-Year Budget Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2021/22 Budget Totaling \$6,141,756 and authorizing amendments to authorized positions as outlined in Exhibit B.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7863, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2021-2022 ANNUAL BUDGET.

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

NOES: None

J. ADJOURN

Meeting adjourned at 6:49 PM in memory of Joyce Teel, Marcelina Sandoval and Greg Gomez.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 15, 2022

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The March 15, 2022 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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

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

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

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
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.

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

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Garcia-Cadena.

D. COMMUNICATIONS - PUBLIC COMMENT

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

None.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council 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 Meeting Minutes for November 2021 and January 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the November 17, 2021 and January 19, 2022 meetings of the Sustainability Advisory Committee.

Received the minutes for the November 17, 2021 and January 19, 2022 meetings of the Sustainability Advisory Committee.

3. SUBJECT: Revision to Loan Term for 310 West Main Street Affordable Housing Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a 55-year residual receipts loan to the Chelsea Investment Corporation ("Chelsea") in the amount of \$500,000 with three percent (3%) simple interest for Chelsea's 72-unit multifamily affordable rental project at 310 West Main Street.

Adopted RESOLUTION NO. 7864, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$500,000 LOAN FROM THE AFFORDABLE HOUSING IN-LIEU FEES FUND TO ASSIST CHELSEA INVESTMENT CORPORATION WITH THE CONSTRUCTION OF A 72-UNIT MULTIFAMILY PROJECT AT 310 WEST MAIN STREET.

4. SUBJECT: Commitment for Conveyance of Treatment Facility Property at East Beamer Way Development to Friends of the Mission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a commitment to convey ownership of

the treatment facility property at the East Beamer Way Development to Friends of Mission prior to construction of the facility and any necessary infrastructure.

Adopted RESOLUTION NO. 7865, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COMMITMENT TO SELL AND CONVEY OWNERSHIP OF THE TREATMENT FACILITY PROPERTY LOCATED AT THE EAST BEAMER DEVELOPMENT TO FRIENDS OF THE MISSION PRIOR TO CONSTRUCTION OF THE NEW TREATMENT FACILITY.

5. SUBJECT: Third Amendment to Sports Park Concession Stand Lease Agreement with Las Brasas Express, LLC

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

Adopted RESOLUTION NO. 7866, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY AND LAS BRASAS EXPRESS, LLC FOR OPERATION OF THE WOODLAND SPORTS PARK CONCESSION STAND.

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

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

G. PUBLIC HEARING - 6:30 PM

6. SUBJECT: Redistricting Map Approval

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1) Hold a public hearing and receive public input on the Advisory Redistricting Commission's recommended 2022 City Council District Map; and
2) Introduce by title only and waive the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

Council Members held a public hearing and receive public input on the Advisory Redistricting Commission's recommended 2022 City Council District Map; and introduced by title only and waived the first reading of an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

A motion was made by Council Member Fernandez to substitute the attached map with Map No. 11. The motion was seconded by Council Member Lansburgh.

A substitute motion was made by Council Member Stallard to accept the

recommendation of the Advisory Redistricting Commission to approve the map recommended to the City Council. No second on the motion.

On a motion by Council Member Fernandez, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members introduced by title only and waived the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in Map No. 11.

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

NOES: None

H. REPORTS OF THE CITY MANAGER

7. SUBJECT: 2021/22 Council Goals and Strategic Plan Updates

RECOMMENDATION: Staff recommends that the City Council review and affirm updates to its Priority Goals and Strategic Actions for 2021-22.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members reviewed and affirmed updates to its Priority Goals and Strategic Actions for 2021-22.

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

NOES: None

8. SUBJECT: American Rescue Plan (ARP) Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the City's American Rescue Plan (ARP) Act spending plan and provide feedback and direction to staff on the proposed allocation of the City's ARP funding.

Received an update from City Manager Ken Hiatt on the City's American Rescue Plan (ARP) Act spending plan and provided feedback and direction to staff on the proposed allocation of the City's ARP funding.

I. ADJOURN

Meeting adjourned at 8:10 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.7
SUBJECT: Sustainability Advisory Committee Meeting Minutes for February 2022

Recommendation for Action: Staff recommends that the City Council receive minutes for the February 16, 2022 meetings of the Sustainability Advisory Committee.

Staff Contact:

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

Discussion:

This staff report transmits minutes for the February 16, 2022 meeting. Items of note in these minutes include:

- *Item 8: Retreat Debrief*

Several members discussed their conversations with Council at the February 12 retreat and their concerns and suggestions for prioritizing sustainability within the City. Many of the concerns about the Climate Action Plan goal progression stemmed from Environmental Services staffing issues, which the City is working on and has made progress by hiring an additional Conservation Coordinator. Members are hoping for additional involvement with the Council through periodic attendance at a SAC meeting or through a separate work study session, or the like.

Staff also provided an update on the Climate Safe California Campaign and asked the Committee to provide an analysis of the campaign that will later be presented to Council along with the endorsement for their consideration. One of the work groups will evaluate and bring it back to a future SAC meeting for review.

Conclusion:

Staff recommends that the City Council receive minutes for the February 16, 2022 meetings of the Sustainability Advisory Committee.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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



Ken Hiatt
City Manager

Attachments:

1. SAC Minutes - Feb 2022



**SUSTAINABILITY ADVISORY COMMITTEE
MEETING MINUTES - February 16, 2022**

1. Call to order

Meeting called to order at 6:06 p.m.

2. Roll call

Present: Mark Aulman, Rolf Frankenbach, Liza Grandia, Allison Martin, Catalina Munoz, Sara Schremmer, Adelita Serena, Robert Ullrey

Absent: Raul Tadle

Staff Present: Rosie Ledesma, Sayetsi Sanchez,

Guests Present: None

3. Authorize Remote Public Meetings as Authorized by AB 361 (Action Item)

On a motion by Allison Martin, seconded by Sara Schremmer, and carried on a 8-0 vote, with one absence, committee members approve to authorize remote public meetings.

Ayes: Aulman, Frankenbach, Grandia, Martin, Munoz, Schremmer, Serena, and Ullrey

Noes: None

Abstain: None

Absent: Tadle

4. Public comment

There was no public comment.

5. Approve January 19, 2022 meeting minutes (Action Item – 2 minutes)

Mark commented on an item in last month's meeting regarding creating an ad hoc group to look into electrification of landscape equipment from a landscaper's perspective. Liza, Adelita, and Sara will meet in March to reach out to landscape workers and learn more about their concerns.

On a motion by Mark Aulman, seconded by Rolf Frankenbach and carried on an 8-0 vote, with one absence, committee members approved January's meeting minutes.

Ayes: Aulman, Frankenbach, Grandia, Martin, Munoz, Schremmer, Serena, and Ullrey

Noes: None

Abstain: None

Absent: Tadle

6. Member reports (Information Item)

There were no member reports.

7. Staff reports (Information Item)

Rosie reported that Environmental Services is currently in the process of hiring a Conservation Coordinator. Rosie has also been working on implementation of SB 1383 items such as sending letters to businesses that fall under the Tier 1 Generators classification, a bin giveaway program to assist businesses to comply with SB 1383 and currently has a webpage on the City website that provides information on SB 1383 and includes the waiver for exempt businesses to fill out.

Allison noted that some social media groups on Facebook have questions regarding SB 1383 which could mean that more education is needed for the community. The committee discussed how to best assist if they encounter a similar situation and it has been decided that they can refer the public to the City webpage, provide Environmental Services contact information or tag the Environmental Services social media account if possible.

Sayetsi reported that the City will host a Virtual Water-Wise Landscape in June and to notify her if the committee knows of any landscapes in Woodland that would be a great addition to the tour.

8. Retreat debrief (Informational Item)

Aulman: During the Council's retreat, Mark mentioned that he brought up to council that staff reports on all important council action items should include a climate impact summary, Environmental Services should re-activate and complete the Climate Action Plan online dashboard, and Woodland needs to address greenhouse gas inventory. Mark also discussed with council that the City should prioritize sustainability and climate-related announcements by working with Woodland Communications Manager, Spencer Bowen, revamp Environmental services website to provide Woodland residents with information on resiliency planning, partner with Valley Clean Energy to promote UltraGreen, and to consider assigning at least one Councilmember to act as a liaison with the Sustainability Advisory Committee.

Martin: Allison mentioned to Council our Climate Action Plan that was published in 2011, and how it may need to be re-evaluated as some of our goals, and laws may have changed since then. During their discussion, Tom Stallard mentioned that in the past, he has attended the committee's meetings but given the late hour that they run, he no longer attends. Allison suggested the possibility for the committee's meetings to change their meeting time to an earlier hour for council members to be able to attend. It was also noted that Council acknowledges and appreciates the committee for their work.

Grandia: Liza commented that she brought up to Council the importance of Environmental Services staffing to return to what it used to be, how Committee members should take turns attending council meetings and discussed the importance of youth involvement.

Munoz: Catalina mentioned that we need to monitor the city CAP goals, and the need to bring the dashboard live for the community.

Frankenbach: Rolf commented on the importance for ongoing dialogue with council, potentially on a quarterly basis.

Ledesma: Rosie provided an update on the Climate Safe Campaign item and the next steps in order to bring it to council. A sub-committee should take an in-depth look into the campaign and provide an outline that should include its benefits for the City if we endorse it, and the potential consequences that may occur. The policy group will look into the campaign and bring it back to council as a potential presentation.

9. City Structure Input (Discussion Item)

The committee discussed potential presentations on City structure. Rolf mentioned he wanted to learn more about how sustainability affects each department and what they are doing. Liza commented that she is interested in a chart being made available with information on who is in the department and their contact information. Liza also suggested that a contact list should be made available of the other City committees.

10. SACOG Regional Parks & Trails Network (Discussion Item)

SACOG has a map available that provides the community a list of parks and public spaces. Currently Woodland is not part of the map. Catalina will look into which work group is responsible bike items and will come back to this at a later time.

https://www.sacog.org/node/3805?fbclid=IwAR1TCHMrHeXHidAMR2i5gR_VCz1IKa0sJ3ngorQ0qoE9c12hAlg6ou2qOc8

11. Work Group Updates (Information Item)

Frankenbach: Rolf and Mark, continue working on the heat island urban forestry plan to get the City to our canopy goal. The City collected data with a list of primary sites that should be targeted to achieve the canopy goal. Rolf and Mark will visit these sites to see if its achievable.

Martin: Allison updated the committee that there will be a public input meeting to better understand what the community wants to see and what they want our community to look like. This is a time for the public to share their experiences on global environmental issues, opportunities they want to see and to help build a sustainability working network. There will be two meetings, one in-person and one virtual. The in-person meeting will take place on Sunday, May 1 from 1pm-3pm at the Woodland Community Center. The virtual meeting will be on Wednesday, May 4 from 6pm-8pm.

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

Committee discussed having the City provide a presentation on the tree ordinance update once it is ready and available before they take it to council.

13. Adjourn

On a motion by Allison Martin, seconded by Liza Grandia the meeting adjourned at 7:53pm.



TO: THE PARKS & RECREATION COMMISSION
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.8
SUBJECT: Parks & Recreation Commission Meeting Minutes of January 24, 2022

Recommendation for Action: Staff recommends that the City Council receive the January 24, 2022, 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 March 28, 2022. At this meeting, the Parks & Recreation Commission approved the minutes from the January 24, 2022, Parks & Recreation Commission meeting.

Conclusion:

Staff recommends that the City Council receive the January 24, 2022, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Attachments:

1. Parks & Recreation Commission Minutes January 24, 2022



Ken Hiatt
City Manager

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, January 24, 2022

6:30 PM

A. PLEASE NOTE: The January 24, 2022 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 Kris 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

C. ROLL CALL

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

Absent:

Excused:

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance

E. COMMUNICATIONS - PUBLIC COMMENT

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

Commissioner Murrieta discussed his concerns about the lights at Crawford Park, vandalism of new restrooms and additional Pickle Ball courts at Beamer Park and the handball court at Ferns Park.

G. PRESENTATION

1. Recognize Junior Tennis Fund of Sacramento
Verbal updates are provided by staff.

H. BUSINESS ITEMS

I. COMMITTEE REPORTS

2. Standing Committee Report

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

The Urban Forest Committee reported the planting of 60 trees in Regional Park. No updates at this meeting from the other Committees

J. CONSENT CALENDAR

3. Approve Minutes for November 22, 2021

On a motion by Chairperson Rashid Ali, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commission Members Approve Minutes for November 22, 2021.

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

Noes: None

Absent:

K. OTHER BUSINESS

4. Commission Absence Request

No requests at this meeting.

5. Discuss, Review, and Approve the Workplan

On a motion by Commissioner Carla White-Snyder, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously on a roll call vote, Commission Members Discussed, Reviewed, and Approved 2022 Workplan.

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

Noes: None

Absent:

L. REPORT OF THE STAFF

6. Community Services Staff Report for January 24, 2022

Verbal updates are provided by staff.

M. NEXT MEETING

February 28, 2022

N. ADJOURN

On a motion by Commissioner Henry Murrieta, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commission members adjourned the meeting at 07:19 pm.

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

Noes: None

Absent:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.9
SUBJECT: Public Works Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of December 2021 through February 2022.

Staff Contact:

Craig Locke, Public Works Director , 530-661-5899, craig.locke@cityofwoodland.org

Background:

This quarterly report covers the period from December 2021 through February 2022.. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and notable department highlights.

Conclusion:

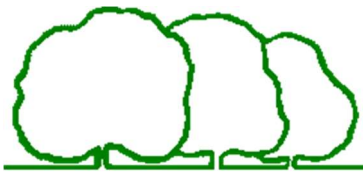
Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of December 2021 through February 2022.

Prepared by: Craig Locke, Public Works Director

Ken Hiatt
City Manager

Attachments:

1. Dec 21-Feb 22 PW Quarterly Report



Public Works Department

Quarterly Status Report

December 2021 through February 2022

Public Works

Service and Work Order Requests

For the Months of Dec 21-Feb 22		
Division	Service Requests	Work Orders
Administration	450	-
Electrical	85	23
Facilities	95	104
Fleet	-	302
GIS	5	31
Pretreatment	-	181
Sewer	50	189
Signs & Markings	14	89
Storm Drain	13	31
Streets	70	29
Water	793	285
WPCF	-	2
Grand Total	1,575	1,732

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

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

Total for Calendar Year 2022

Through 2/28/22

Service Requests

1,282

Work Orders

1,216

64 Working Days This Quarter =

25 Requests for Service per Day

Fleet & Facilities Division

- Fleet Services: Achieved a 96.2% Fleet Availability Rate for the quarter, which is the percentage of time that vehicles were out of the shop and being used for their intended purposes.
- Fleet Services: Entered into a Master Agreement with Enterprise to purchase 10 law enforcement vehicles. This program will streamline the vehicle ordering process and reduce the duration of vehicle service with the City. Departments will see a higher resale value on light duty cars and trucks, and reduced service charges.
- Fleet Services: A Woodland resident was offered the Heavy Equipment Mechanic position, and we hope to have him on board in April. The only remaining vacant Fleet position is a Light Equipment Mechanic. This vacancy is not being filled.

- **Facilities Services:** This winter's rains revealed multiple leaks at the Police Department, Public Library and Municipal Services Center. Facilities Services applied temporary sealing and specialized contractors can effect wrapping around the trouble areas until repairs that are more permanent. There are no known leaks at this time.
- **Facilities Services:** Replaced the security door at the City Hall Annex basement; the older door was damaged due to homeless activity
- **Facilities Services:** Installed bottle filling stations at the Public Library and the Police Department
- **Facilities Services:** Unclogged outside drain lines at the Public Library to prevent flooding inside the stairwells and in the Library basement level
- **Facilities Services:** Replaced a deteriorated wood beam at Fire Station #1 that was causing a potential safety hazard
- **Facilities Services:** Completed pressure washing at the Public Library to restore the historic building's curbside appeal, this job also entailed removing long-standing moss from the roof to prevent unnecessary tile damage

Right-of-Way Division

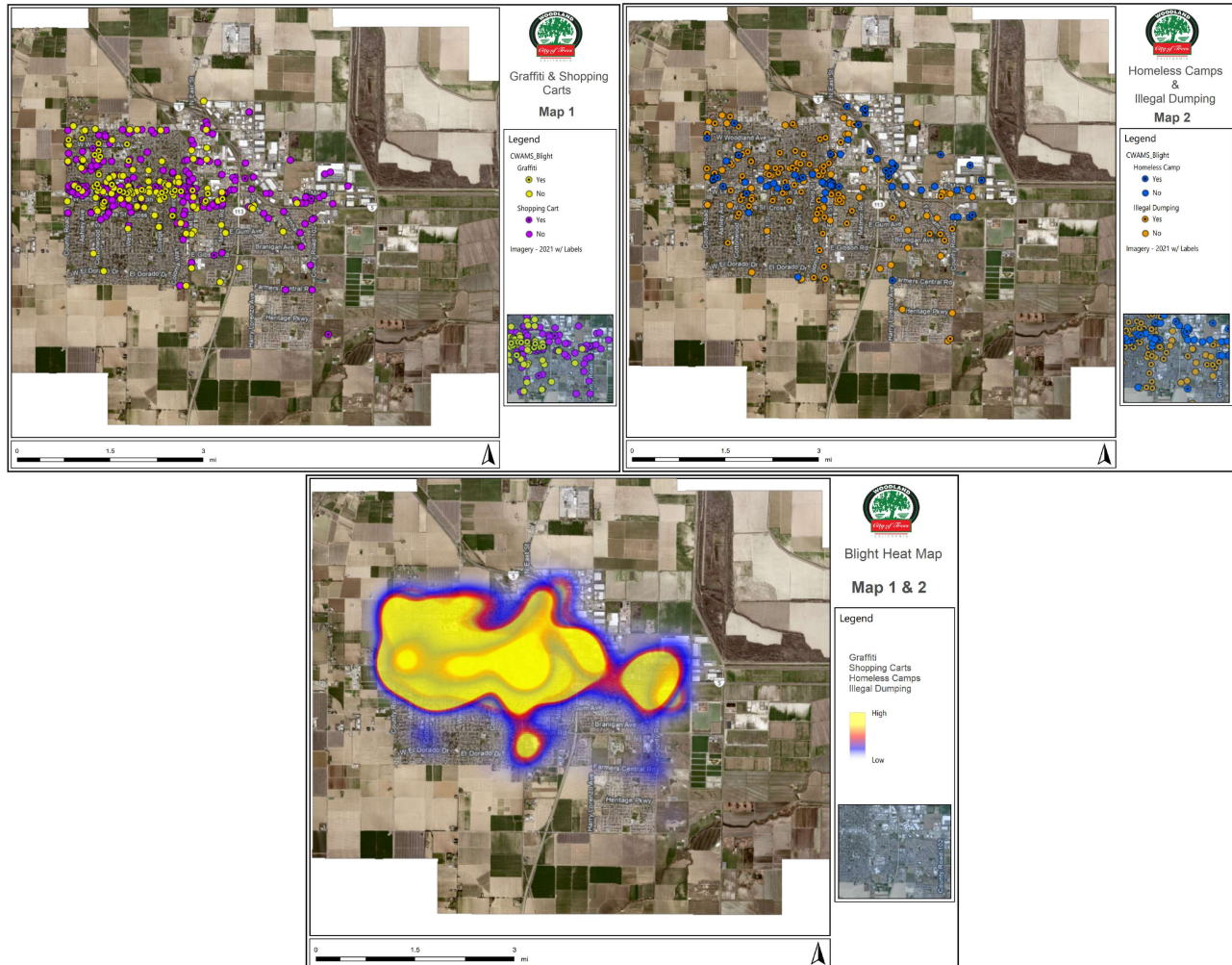
- **Geographic Information System (GIS):** The GIS Group is roughly 90% complete with the creation of new informational maps for Admin, Electrical, Facilities/Parks, Sewer/Storm, Signs & Markings, and Water. These maps provide all City departments with up to date information about a variety of Public Works assets.
- **Blight:** Public Works is working closely with Code Enforcement, the Police Department and shopping cart retrieval services such as CarTrac to mitigate the blight issues throughout the City.

Blight issues include noncompliant driveway approaches, right-of-way clearance, illegal dumping and camping, graffiti, and shopping carts. Below is a summary of total shopping carts collected in 2021.

Shopping Cart Totals 2021														Shopping Cart Totals 2022		
Non Contracted Owner	January	February	March	April	May	June	July	August	September	October	November	December	Totals	Non Contracted Owner	January	February
Ace Hardware	0	0	1	0	1	0	0	0	1	0	0	1	4	Ace Hardware	0	0
Burlington	0	0	0	0	0	0	0	0	0	0	0	0	0	Burlington	0	0
Costco	0	1	0	0	2	2	0	0	1	0	0	0	6	Costco	0	0
Dollar General	1	0	0	0	0	0	0	0	0	0	0	0	1	Dollar General	0	0
Food 4 Less	1	6	7	0	3	6	3	1	1	0	1	1	30	Food 4 Less	4	0
Goodwill	0	0	0	0	0	0	0	1	0	0	0	0	1	Goodwill	0	0
Grocery Outlet	2	4	10	2	10	7	1	7	5	0	0	2	50	Grocery Outlet	2	0
Harbor Freight	2	2	1	1	0	3	0	0	0	0	0	0	9	Harbor Freight	2	0
Home Depot	1	0	2	1	1	4	0	4	0	0	0	0	13	Home Depot	0	0
Home Goods	0	0	0	0	0	0	0	0	0	0	0	0	0	Home Goods	0	0
Joann's	0	0	1	0	0	0	0	0	0	0	0	0	1	Joann's	0	0
La Superior	0	3	0	1	2	5	0	0	1	0	0	0	12	La Superior	0	0
Marshalls	9	2	2	1	5	1	0	3	2	0	1	0	26	Marshalls	0	0
Mi Amigos	0	0	0	0	0	0	0	0	0	0	0	0	0	Mi Amigos	0	0
Nugget Market	5	11	3	10	5	9	2	4	16	0	0	19	84	Nugget Market	4	0
PetSmart	0	0	0	0	0	0	0	0	0	0	0	0	0	PetSmart	0	0
Party City	2	0	0	0	0	0	0	1	1	0	0	0	4	Party City	0	0
Ross	0	0	0	0	0	1	0	0	1	0	0	0	2	Ross	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	Unknown	0	0
Walgreens	2	3	2	3	2	3	3	1	4	0	1	0	24	Walgreens	1	0
Walmart #2190	5	3	3	0	4	7	0	4	4	0	0	0	30	Walmart #2190	5	0
Totals	30	35	32	19	35	48	9	26	37	0	3	23	297	Totals	18	0
Contracted Owner	January	February	March	April	May	June	July	August	September	October	November	December	Totals	Contracted Owner	January	February
Big Lots	12	12	6	5	6	14	10	2	19	3	8	6	103	Big Lots	6	0
Cvs Pharmacy	5	2	4	3	11	5	1	2	3	1	2	5	44	Cvs Pharmacy	2	0
Dollar Tree	3	0	5	0	8	1	4	1	0	2	2	1	27	Dollar Tree	4	0
Raley's	16	12	15	13	14	20	28	16	22	13	27	24	220	Raley's	13	0
Rite Aid Corp	1	4	3	8	7	3	8	3	6	3	6	1	53	Rite Aid Corp	0	0
Target	4	4	3	0	6	0	3	0	0	0	1	3	24	Target	1	0
Walgreens	0	0	0	0	0	0	0	0	0	0	0	0	0	Walgreens	0	0
Walmart #4127	53	57	76	64	59	157	94	88	75	25	113	93	954	Walmart #4127	89	0
Walmart #5606	15	17	37	28	21	21	17	15	28	11	36	9	255	Walmart #5606	16	0
Totals	109	108	149	121	132	221	165	127	153	58	195	142	1,680	Totals	131	0
Totals All	139	143	181	140	167	269	174	153	190	58	198	165	1,977	Totals All	149	0

Public Works staff document and report blight issues by creating service requests (including photo attachments) in real time. This procedure saves time when responding to blight issues and makes staff more efficient.

These maps illustrate the areas with the highest concentration of blight issues. Map 1 illustrates locations where graffiti occurs and shopping carts are found. Map 2 shows locations of homeless camps and illegal dumping. This information is combined to show a 'heat map' in the third exhibit. Staff utilizing these blight maps to more effectively target their efforts when proactively reducing blight.



Blight Service Requests Calendar Year 2021-22

December 2021-February 2022

19 Completed
21 In Progress

- GIS - Electrical: The GIS and Electrical Groups have been working together to update areas in the City map with missing underground utility information. This is updated in real time. Electricians and Underground Service Alert Technicians access this information to accurately locate and record infrastructure when completing Service Requests and Work Orders

**USA Tickets
Calendar Year 2021**

Quarter
December 2021-February 2022
5,175

- GIS - GPS Projects: The GIS Group currently has several major projects in progress; Prudler Phase 1 & 2 (East St and Sports Park Dr), Pioneer Village Phase 1 (Pioneer Ave and Patriot Way), Parkside Phase 3 (Matmor Rd and Hadley Dr) and the Shelter Extension (E Beamer St and CR 102). Staff records the location of utilities as they are being installed.

The images below show Prudler Phase 1 & 2 at about 80% GPS completion, and Pioneer Village Phase 1 at about 20% GPS completion. Parkside Phase 3 and the Shelter Extension are both around 90% GPS completion, waiting for the last bit of above ground utilities to be installed.

The following assets are visible: Storm Gravity Mains, Inlet Points and Manholes; Water Control Valves, Fittings, Hydrants, Lateral Lines, and Pressurized Mains; Sewer Manholes, Lateral Taps, Lateral Lines and Gravity Mains.

Prudler Phase 1 & 2
(East St and Sports Park Dr)

September-November 2021



December 2021-February 2022



Pioneer Village Phase 1
(Pioneer Ave and Patriot Way)



Parkside Phase 3
(Matmor Rd and Hadley Dr)

September-November
2021



December 2021-
February 2022



Selter Extension
(E Beamer St and CR 102)

September-November 2021



December 2021-February 2022

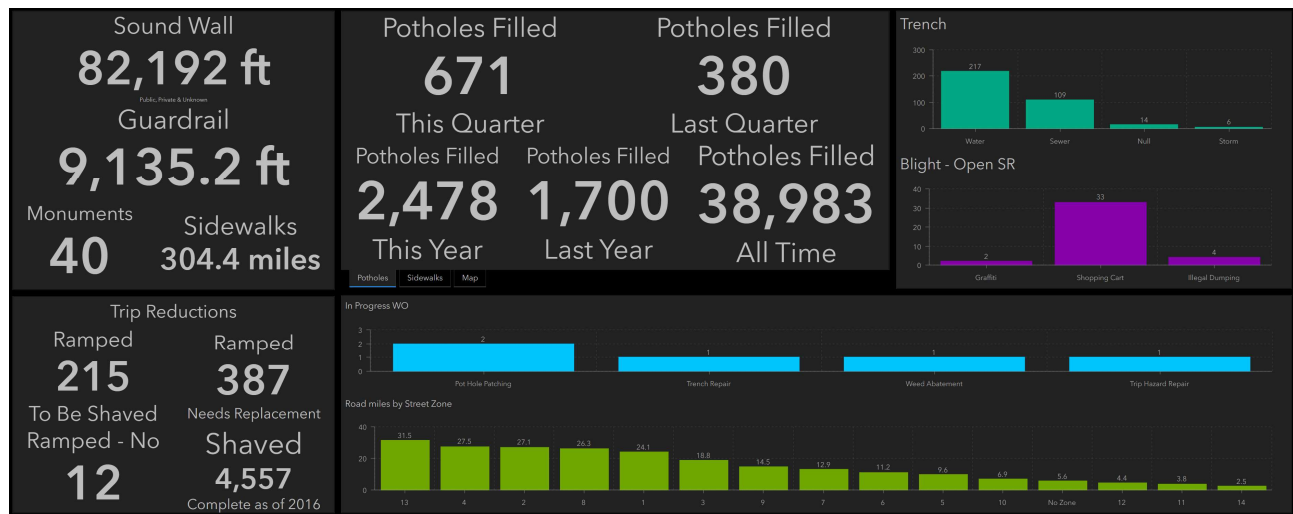


- Electrical – Camera System Installations: The Electrical Group has worked with the IT department to install new antennas for a variety of City systems including cameras. With this infrastructure in place, the City has more low cost options for placing cameras.

- Electrical - CIP/Development Projects: The ROW Electrical Group is currently inspecting four separate projects ranging from streetlights to the installation of new Traffic Signal Equipment. The East Main St Project is now underway with an estimated turn-on date of FY 2021/22. The Gibson Road Rehab and Gum and Matmor project have also come underway. Both should be completed by fall of 2023
- Electrical-Facility (Library Literacy center): The Industrial Electrical group installed and upgraded power and data in the literacy center to meet the needs of furniture upgrades and technology enhancements.



- Signs & Marking- New Installations: Responding to resident's requests, the Signs Group installed three new Neighborhood Watch signs in the area around Banks Dr. They also converted two stalls to 30 minute parking on Second St at Dead Cat Alley.
- Signs & Markings- Routine Street Markings Maintenance: The Signs & Markings Group replaced two-way yellow reflectors along College St at Cross St. This was an experimental installation in cold conditions and shows promise as an emergency fix.
- Signs & Markings- Sign Knockdowns: The Signs Group repaired/replaced 16 knocked down signs this Quarter.
- Signs & Markings- Historic Main St Signs: The Signs Group completed the replacement of 20 overhead signs with the new Historic District signs on Main St, including three blocks along Court St.
- Streets – New Staff: The Streets Group recently added 4 new staff members; Cesar Rios, Justin Borchard, Gerardo Cisneros and Fernando Munoz.
- Streets – New Equipment: The Streets Group accepted delivery of a new Combination C1 Mastic Machine. This allows crews to crack seal and functions as a mobile batch plant for small roadway repairs throughout the City.
- Streets - Sidewalk Trip Hazard Repair: The Streets Group is updating the trip hazards list for the 2022 sidewalk replacement/shaving/ramping project. Temporary repairs have eliminated 27 trip hazards throughout the city. Permanent repairs at these locations will be constructed in the upcoming 22/23 sidewalk replacement project.
- Streets - Trash and Debris Clean Up: The Streets Group assisted Homeless Outreach Street Team (HOST) with cleanup of 57 homeless encampments and responded to 71 different calls about trash and debris abandoned or dumped throughout the City.
- Streets Group Dashboard: This information is some of the infrastructure maintained by the Streets Group. To visualize this dataset, a 'dashboard' has been created with real time status. Below is a screenshot of data as of 3/1/2022. The ROW Division is in the process of implementing dashboards for all maintained infrastructure (Facilities, Underground Service Alerts, etc.).



Utilities Collections - Sewer and Storm Divisions

The Collections Department made an incredible effort and exceeded annual goals for High Velocity Cleaning & Closed Circuit Televising of the Sewer/Storm Infrastructure. Proactively cleaning the collection system reduces operational costs by reducing the number of emergency and after hours call outs. It also reduces Sanitary Sewer Overflows (SSOs) that require documentation and reporting to the State, and can potentially yield fines. The City has seen a 10% reduction in SSO's in the last calendar year.

Collections crews also assisted the HOST program with cleanup of illegal dumping and homeless camps. Staff also continues to update GIS assets identified in the field. During the few rain events Woodland has experienced, staff has been on rain duty, clearing storm grates and ponds. They have also performed pump maintenance, to ensure that the system will function as needed.

The Collections Division works closely with Utility Engineering, Community Development and Transportation Engineering on multiple Capital Improvement Projects (CIPs). These projects include Gibson Rd and the Spring Lake Development. Staff also performs final warranty inspections and plan review for new construction.

Working closely with Human Resources, Utility staff is working to fill three vacant Utility Maintenance Worker I/II positions. Having staff in these positions is critical to maintaining the City system, and ensuring the preventative maintenance goals are met. Being fully staffed is important to share the burden of providing after hours and weekends coverage.

Sewer:

- **HVVC Footage:** 97,681
- **CCTV Footage:** 32,156
- **Lateral Inspection Footage:** 5,778
- **Lateral Rodding Footage:** 642

Storm

- **HVVC Footage** 4,104
- **CCTV Footage:** 10,656

Service Calls:

- **Service Request Generated:** 62
- **Sanitary Sewer Overflows:** 6

Utilities - Water Production and Distribution Division

- Wells: Since 'Term 91' has not been declared, all City groundwater wells are currently off or in the "standby" position. Crews are preparing them for being called into service as demand increases and supplies dwindle this summer.
- ASR: Wells #28, #29, and #30 are "active" and currently injecting 4.5 Million Gallons per Day (MGD). Since the City is not in a "Term 91" condition, staff can inject as much water as possible. A Term 91 is curtailment is anticipated in the near future.
- Distribution Division: Crews continue working on system maintenance, repairs and improvements, as well as repairing and testing water meters. All program expectations and deadlines are being met.
- Preventive Maintenance: Crews continue to work toward meeting the annual goal of exercising 20% of the system per American Water Works Association (AWWA) specifications. The 2021 goal were to exercise 1,625 valves and service and paint 611 fire hydrants. Both of those objectives have been met.
- **Water Main Breaks:** 6
- **Valves, Fire Hydrants and Services Replaced:** 14
- **Water Main Valves Exercised:** 379
- **Water Meters Tested:** 114
- **Water Meters Replaced:** 73
- **Water Quality Calls:** 14

Wastewater Operations Division

Laboratory:

- Staff is working to fill the vacant Laboratory Technician Position

Pretreatment:

Pretreatment Staff works year round to inspect, permit and monitor a variety of businesses: Food Service Businesses (FSB's), Automotive Related Businesses (ARB's), Business of Concern (BOC's), Significant Industrial Users (SIU's), and Dental Industrial Users (DIU's). Staff also conducts a variety of sampling events to meet compliance requirements for the City's National Pollutant Discharge Elimination System (NPDES) Permit: Local Limits (LL), Return Activated Sludge (RAS), Grit & Rags (G&R), Receiving & Effluent Waters (R&E), Stormwater (SW), Pyrethroid's (P) and Significant Industrial Users (SIU).

12/2021 thru 2/2022

Inspections	Permitting/Outreach	Sampling
87	91	8

One noteworthy public outreach event conducted this quarter was the door-to-door distribution of "Fat Trappers" to our mobile home residents. Each household received a

small storage container and two disposable bags to dispose of used cooking oil. Along with that came literature to teach residents on the proper disposal of Fats, Oils & Grease which includes the option to recycle it at our Wastewater Treatment plant for free as well as literature on not flushing items like Q-tips, feminine hygiene products, wipes and alike that can clog our sewer system.

Regulatory Compliance:

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

Water Pollution Control Facility:

- Plant Operations: Ultra Violet (UV) system maintenance has been an ongoing task this quarter with multiple lamp replacements. The Operations Group replaced 20+ lamps which were believed to be damaged from a power surge. Operations repaired a broken diffuser in Zone #4 and worked with Engineering to estimate the service life of the remaining diffusers. Seven sample diffuser disks were removed and sent to the manufacture for testing and evaluation. The results will be incorporated in the treatment plan capital improvement master plan.
- Recycled Water Delivery: Currently recycled water is only being delivered to the City's Parks Department. Biomass has concluded a new contract with PG&E but has been under construction since September and has not resumed full operation.
- Solids Removal: The removal of solids from pond 10 was place on hold after a significant rain event in October added enough water to the pond to make it not feasible to remove solids for the remainder of the season; this may resume in the spring, depending on the conditions in the pond at that time.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.10
SUBJECT: Agreement with Woodland Haven Child Care Center

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement to provide funding through a forgivable loan for Woodland Haven Child Care Center, and appropriating \$775,000 in General Fund reserve balances.

Staff Contact:

Jenna Moncrief, Management Analyst, (530) 661-2023, jenna.moncrief@cityofwoodland.org

Fiscal Impact:

The City will provide up to \$775,000 to be used for the initial start-up and operational expenses for Woodland Haven Childcare Center. Any unused funds will be retained by or returned to the City.

The City was allocated \$11.1 million in American Rescue Plan Act (ARP) funding from the federal government. A significant portion of this funding (\$10 million) can be used by the City to pay for general government functions, which has, in turn, created some limited-term and one-time funding flexibility in the City's General Fund. The proposed allocation of funding is consistent with the ARP spending plan reviewed and approved by the City Council at their March 15th meeting. The funds for this project will be allocated from the General Fund reserve balance, and an appropriation of this money is recommended.

Council Goals:

The proposal implements a quality of life priority initiative identified in the 2022/23 City Council Priority Goals and Strategic Actions that calls for addressing community childcare needs.

Background:

There is a tremendous need in the community for childcare. When planning to start a family, new potential parents who will need childcare are often advised to start searching for a spot as soon as they find out they are expecting a child. Often times, families find themselves in a situation in which finding childcare is difficult.

According to a 2020 Child Care Needs Assessment completed by the Yolo County Local Child Care Planning Council, there were over 3,700 children ages 0-4 living in Woodland. Approximately 2,500 of the children had all parents in the workforce and needed child care. At the time of the assessment, there were 1,454 children ages 0-2 and 1,058 children ages 3-4 in need of care. Seventy seven percent of these were children with all parents in the workforce who were at or below 85% of the state median income and therefore qualified for subsidized childcare. Of all child care requests in Yolo County, 93% were in need of full-time care.

Based on the assessment, there were 1,631 child care spaces available for children ages 0-4 in Woodland. These included licensed child care centers, family child care homes, and licensed exempt providers (also known as family, friend, and neighbor providers). The majority of slots were available through licensed child care centers. There were 1,124 slots available in childcare centers for this age, of which 100 were available for 0-2 year olds and 1,024 were available for 3-4 year olds. In licensed family homes, there were 507 slots available, of which 283 were available for 0-2 year olds and 224 were available for 3-4 year olds.

In 2020, an additional 859 child care slots were needed to provide child care for all working parents of children ages 0-4 in Woodland. Of these, the greatest need was for child care of children ages 0-2. Following the time of

the assessment, Woodland Montessori School, which opened in 1975, permanently closed. This left a void in the community and increased the deficit of available child care slots in Woodland.

Discussion:

Woodland Haven Childcare Center will be a non-profit preschool and daycare center which will operate out of 1730-1738 Cottonwood Street in Woodland, the site previously occupied by Woodland Montessori School (see Attachment 3). The property is being purchased by the Aoki-Slaven Family Trust and rented to the non-profit for operation of the preschool and childcare center.

At full operation, the facility will provide childcare for approximately 100 children, though the exact number of positions will be dependent on licensing approval once the facility has been established. The Daycare Center will offer 15-20 infant positions for ages 3 to 18 months and 20-24 toddler positions for ages 18 to 36 months. The Preschool will offer 48-60 preschool positions for ages 3 to 5 years, and will implement Montessori, Reggio Emilia, and Waldorf practices with an emphasis on Social-Emotional Learning and STEAM.

Enrollment will be available for part-time (M/W/F or T/TH) and full-time (M-F) care. Regular hours will be 8:30am-3:30pm with optional extended care, which would expand the hours from 7:00am-6:00pm. Priority enrollment will be for Woodland families. Additionally, 20% of the positions will be offered to low-income families through CalWORKs subsidies or equivalent need-based subsidies, should they come available. Priority enrollment in the Daycare Center will be available for families with two working parents.

Woodland Haven will also offer early intervention services to its enrollees. By working closely with the Northern California Children's Therapy Center, Woodland Haven will offer annual assessments and screenings upon enrollment for physical and cognitive disorders. In addition, tuition will include quarterly screenings from a licensed Early Intervention Occupational Therapist.

The City is proposing to enter into an agreement with Woodland Haven to provide funding in the form of a forgivable loan for start-up costs and operation of the facility, the form of which is attached to this staff report. It is anticipated that the facility will be open by October 1, 2022. The proposed agreement with Woodland Haven includes the following terms:

- City will provide a forgivable loan for an amount not to exceed \$775,000 with a term of 10 years.
- One-tenth (\$77,500) of the loan amount will be forgiven each year that the child care center is in operation in accordance with the terms of the Agreement, with the full amount being forgiven at the end of the 10-year term.
- Loan funds will be used for tenant improvements and start-up costs associated with opening the child care center in accordance with a budget to be approved by City staff.
- Progress on the project will proceed according to a schedule of performance with specific milestones that are included in the loan agreement, with the facility opening not later than November 1, 2022.
- The facility will operate at least Monday-Friday 8:30 am-3:30 pm and offer extended care options for at least Monday-Friday 7:00 am-6:00 pm.
- The facility will accept a minimum of 80 children at all times commencing at opening.
- Provide priority enrollment for low income families through CalWORKS or an equivalent need based subsidy with a goal of achieving at least 20% enrollment from low income families.
- Provide priority enrollment for families that live in Woodland.
- Provide priority enrollment for child care center for children from Woodland families with two working parents or one parent head of household.
- Woodland Haven will be required to provide quarterly reports to the City providing information as deemed reasonably necessary to confirm compliance with the agreement, including information on the number of employees at the facility (part-time and full-time); number of children enrolled; number of children from low income families enrolled; and number of children from Woodland enrolled.

- An operating covenant ensuring continued operation of a child care facility and compliance with the terms of the loan agreement for at least ten years will be recorded against the property on which the child care facility will be located.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement to provide funding through a forgivable loan for Woodland Haven Child Care Center, and appropriating \$775,000 in General Fund reserve balances.

Prepared By: Jenna Moncrief, Management Analyst

Reviewed By: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Woodland Haven Loan Agreement
2. Resolution - Woodland Haven
3. WoodlandHavenFaciltlySitePlan

CITY OF WOODLAND
CHILD CARE CENTER FORGIVABLE LOAN AGREEMENT

(Woodland Haven Child Care Center)

This Child Care Center Forgivable Loan Agreement (the “Agreement”) is entered into as of April 5, 2022, by and between the CITY OF WOODLAND, a municipal corporation (the “City”), and WOODLAND HAVEN, INC., a California nonprofit public benefit corporation (the “Borrower”), with reference to the following facts:

A. The City of Woodland is a community with a large percentage of working families with children; and

B. Affordable, quality childcare programs are a critical need for the community, both for the residents of the City of Woodland and for the local economy because the high cost of child care has acted as a barrier to many parents being able to enter or remain in the workforce; and

C. According to a 2020 Child Care Needs Assessment completed by the Yolo County Local Child Care Planning Council, there were over 3,700 children ages 0-4 living in Woodland. Approximately 2,500 of the children had all parents in the workforce and needed child care. At the time of the assessment, there were 1,454 children ages 0-2 and 1,058 children ages 3-4 in need of care. Seventy seven percent of these were children with all parents in the workforce who were at or below 85% of the state median income and therefore qualified for subsidized childcare. Of all child care requests in Yolo County, 93% were in need of full-time care; and

D. Based on the assessment, there were 1,631 child care spaces available for children ages 0-4 in Woodland. These included licensed child care centers, family child care homes, and licensed exempt providers (also known as family, friend, and neighbor providers). The majority of slots were available through licensed child care centers. There were 1,124 slots available in childcare centers for this age, of which 100 were available for 0-2 year olds and 1,024 were available for 3-4 year olds. In licensed family homes, there were 507 slots available, of which 283 were available for 0-2 year olds and 224 were available for 3-4 year olds; and

E. In 2020, an additional 859 child care slots were needed to provide child care for all working parents of children ages 0-4 in Woodland. Of these the greatest need was for child care of children age 0-2. Following the time of the assessment, Woodland Montessori School, which opened in 1975, permanently closed. This left a void in the community and increased the deficit of available child care slots in Woodland; and

F. The COVID-19 has exacerbated the issues arising from a shortage of available child care in Woodland and throughout California, as an estimated 8,500 licensed child care facilities in California have closed as a result of the COVID-19 pandemic; and

G. As an increasing number of businesses return to in-person work, the need for child care will become increasingly important, while there are not sufficient child care facilities to meet existing demand; and

H. The City and its nonprofit partners in the community have consistently recognized affordable, quality child care programs as a priority need for the continued wellbeing of the community in the Consolidated Plan prepared for the Community Development Block Grant (CDBG) entitlement program; and

I. Borrower has entered into a lease agreement with the Aoki-Slaven Family Trust that certain property located at 1730-1738 Cottonwood Street in the City of Woodland, which property was previously used as the Woodland Montessori School, a school and early education center (the "Property"); and

J. Borrower desires to operate the Property as the Woodland Haven Childcare Center, a non-profit preschool and daycare center, which at full operation, will have the capacity to serve one hundred children aged 3 months to 5 years old (the "Child Care Facility"); and

K. In order for the Child Care Facility to be operated on the Property, there are significant structural improvements and renovations that are required to be made to the facilities located on the Property; and

L. In order to ensure the viability of the Child Care Facility, Borrower has additionally requested assistance that will be provided to Borrower to help fund certain costs associated with the startup of the Child Care Facility, including initial lease expenses, furnishings for the classrooms and outdoor areas, cosmetic repairs to and painting of the interior and exterior of the building, tenant improvements and certain administrative costs; and

M. The City desires to provide assistance to Borrower to make improvements to the Property necessary to open the Child Care Facility and assistance for Woodland Haven to assist with the startup of the Child Care Facility, provided that the City receives adequate assurance that the Property will be operated as a Child Care Facility in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Agreement" means this Loan Agreement.

(b) "Budget" means the budget for the Tenant Improvements required for the Child Care Facility and the start-up costs associated with opening the Child Care Facility, as attached hereto as Exhibit E.

(c) "Child Care Facility" has the meaning set forth in Recital J.

(d) "City" means the City of Woodland, a municipal corporation.

(e) “Deed of Trust” is the Performance Deed of Trust securing compliance with the Operating Covenant, which shall be executed by the Aoki-Slaven Trust as a condition of the making of the Loan. The form of the Deed of Trust is attached hereto as Exhibit D.

(f) “Event of Default” has the meaning set forth in Section 6.1.

(g) “Loan” has the same meaning set forth in Section 2.1.

(h) “Loan Documents” means this Agreement and the Promissory Note

(i) “Operating Covenant” means the operating covenant that will be entered into by and between the City and the Aoki-Slaven Trust as a condition of the making of the Loan, which shall ensure the continued use of the Property as a child care center consistent with the terms of this Agreement for the term of the Operating Covenant. The form of the Operating Covenant is attached hereto as Exhibit C.

(j) “Promissory Note” means the promissory note that will evidence the terms under which Borrower would be required to repay the Loan. The Promissory Note will be in the form attached hereto as Exhibit B.

(k) “Property” means the real property located in the City of Woodland, County of Yolo, California, more particularly described in the attached Exhibit A.

(l) “Tenant Improvements” means the physical improvements to the Property to be made by Borrower that will be funded by a portion of the funds provided pursuant to this Agreement, as more particularly described in the Budget.

(m) “Term” has the meaning set forth in Section 2.2.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Form of Promissory Note

Exhibit C: Form of Operating Covenant

Exhibit D: Form of Deed of Trust

Exhibit E: Budget

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan. The City shall lend to the Borrower a total amount not to exceed **Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00)** for the purpose of making the Tenant Improvements and funding certain start-up costs associated with the Child Care Facility as set forth in the Budget (the “Loan”). The City shall make three disbursements of Loan funds for use in accordance with this Agreement, subject to the conditions set forth below. The obligation to repay the Loan is evidenced by the Promissory Note and the making of the Loan is

conditioned on the owner of the Property entering into the Operating Covenant and Deed of Trust.

Section 2.2 Disbursement of Loan Funds. The City shall make three disbursements of the Loan funds provided for herein as follows:

(a) The first disbursement shall be in the amount of Four Hundred Seventy Eight Thousand Dollars (\$478,000.00) and shall be made only upon satisfaction of each of the following conditions precedent:

(i) Borrower shall have executed and delivered to the City the Promissory Note, and shall have caused the Aoki-Slaven Trust to have executed, in recordable form, and delivered to the City the Deed of Trust and the Operating Agreement; and

(ii) Said Deed of Trust and Operating Agreement shall have been recorded in the official records of the County of Yolo; and

(iii) Borrower shall have provided City with a copy of Borrower's lease for the Property documenting the lease costs to be funded through the Loan; and

(iv) Borrower has furnished the City with evidence of the insurance coverage meeting the requirements of Section 5.3 below; and

(v) Borrower shall have delivered to the City copies of invoices, cost proposals or other documentation satisfactory to the City to evidence the actual costs to be incurred by the Borrower as described in the Budget to be incurred in the month of April 2022, and that such costs are at least in an amount equal to the first disbursement.

(b) The second disbursement shall be in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00) and shall be made not sooner than May 6, 2022, and only upon satisfaction of each of the following conditions precedent:

(i) Borrower shall have satisfied all of the conditions precedent set forth in Section 2.2(a) above; and

(ii) Borrower shall provide evidence satisfactory to the City that the costs to be funded by the first disbursement have been incurred; and

(iii) All representations and warranties made by the Borrower in this Agreement and the Note shall be true and correct as of the date of the second disbursement; and

(iv) Borrower is not in Default under the terms of this Agreement or any other agreement relating to the Child Care Facility; and

(v) Borrower shall have delivered to the City copies of invoices, cost proposals or other documentation satisfactory to the City to evidence the actual costs to be incurred by the Borrower as described in the Budget to be incurred in the month of May 2022, and that such costs are at least in an amount equal to the second disbursement.

(c) The third disbursement shall be in the amount of One Hundred Seven Thousand Dollars (\$107,000.00) and shall be made not sooner than July 15, 2022, and only upon satisfaction of each of the following conditions precedent:

(i) Borrower shall have satisfied all of the conditions precedent set forth in Section 2.2(a) and (b) above; and

(ii) Borrower shall provide evidence satisfactory to the City that the costs to be funded by the second disbursement have been incurred; and

(iii) All representations and warranties made by the Borrower in this Agreement and the Note shall be true and correct as of the date of the third disbursement; and

(iv) Borrower is not in Default under the terms of this Agreement or any other agreement relating to the Child Care Facility; and

(v) Borrower shall have delivered to the City copies of invoices, cost proposals or other documentation satisfactory to the City to evidence the actual costs to be incurred by the Borrower as described in the Budget to be incurred in the months of June through September 2022, and that such costs are at least in an amount equal to the third disbursement.

Section 2.3 Term of Agreement, Interest, Repayment. The term of this Agreement (the “**Term**”) shall commence upon the Effective Date and remain in full force and effect for ten (10) years, unless all cost and expense, interest and principal due to the City under the Promissory Note have been repaid to the City in full. Commencing on the Effective Date of this Agreement, for so long as Borrower operates the Child Care Facility in accordance with the requirements of this Agreement, the City shall forgive ten percent (10%) of the Loan on the annual anniversary of the Effective Date of this Agreement, until such time that the Loan has been forgiven in its entirety.

Section 2.4 Security. The Loan shall be an unsecured loan.

ARTICLE 3 TENANT IMPROVEMENTS

Section 3.1 Construction or Installation of Tenant Improvements. Construction or installation of the Tenant Improvements must be performed in a first class manner, substantially in accordance with final plans and specifications approved by the City and in accordance with all applicable codes.

Section 3.2 Equal Opportunity. During the construction or installation of the Tenant Improvements there will be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.3 Construction Responsibilities. Borrower shall be solely responsible for all aspects of Borrower’s conduct in connection with the construction or installation of the Tenant Improvements, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects,

engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Tenant Improvements or the Child Care Facility is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City, and should not be relied upon by Borrower or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Tenant Improvements.

Section 3.4 Compliance with Construction Laws and Requirements.

(a) The Borrower shall construct or install the Tenant Improvements and perform all work on the Property in conformity with all applicable governmental requirements (“Governmental Requirements”), including but not limited to all applicable state labor laws and standards, all applicable Public Contract Code requirements, the City’s applicable zoning and development standards, building, plumbing, mechanical and electrical codes, all other applicable provisions of the City’s Municipal Code. City and Borrower acknowledge and agree that the Loan made pursuant to this Agreement requires that laborers employed by Borrower relative to the construction, installation or operation of the work constituting the construction or installation of the Tenant Improvements must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code section 1720 *et seq.* and regulations promulgated thereunder (the “Prevailing Wage Laws”).

(b) Further, Borrower shall defend, indemnify and hold harmless the City and its officials, officers, employees, agents and representatives from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys’ fees and costs) (collectively, “Claims”), including but not limited to any claims pursuant to Labor Code sections 1726 and 1781, arising out of or in any way connected with the Borrower’s obligation to comply with all Governmental Requirements with respect to the work for the Tenant Improvements, including the Prevailing Wage Laws and all other applicable state labor laws and standards, except to the extent such Claims result from actions of the City or its officials, officers, employees, agents or representatives, which prevent Borrower from complying with Governmental Requirements. If, at any time, Borrower believes that the City or its officials, officers, employees, agents or representatives, are preventing Borrower from complying with Governmental Requirements, then Borrower shall provide notice to the City of the basis of such conclusion by Borrower to enable the City to take such actions as may be necessary or appropriate to enable Borrower to comply with Governmental Requirements.

Borrower’s Initials

(c) Borrower, on behalf of itself, its successors and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to Labor Code sections 1726 or 1781. Borrower acknowledges the protections of Civil Code section 1542 relative to the waiver an release contained in this Section 3.4, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, Borrower knowingly and voluntarily waives the provisions of Civil Code section 1542 solely in connection with the waivers and releases of this Section 3.4.

Borrower's Initials

Section 3.5 Inspections. Borrower understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement. Borrower acknowledges that the City may also conduct periodic on-site inspections of the Child Care Facility. Borrower must cooperate with the monitoring by the City and ensure full access to the Child Care Facility and all information related to the Child Care Facility as reasonably required by the City.

ARTICLE 4 OPERATION OF CHILD CARE FACILITY

Section 4.1 Continuous Operation. Borrower covenants that commencing not later than October 1, 2022, and continuing through at least the end of the term of this Agreement, Borrower shall have secured all necessary licenses and approvals as needed to operate the Child Care Facility with the capacity to accept a minimum of 80 children at all times, and shall be open and shall operate for the full calendar year at all times consistent with the hours of operation set forth below. Any closure of the Child Care Facility for a period of greater than two continuous weeks, or ten total days when the facility would normally be open pursuant to Section 4.2 below in any twelve month period, and subject to the force majeure provisions set forth herein, shall constitute a default under this Agreement.

Section 4.2 Hours of Operation. The Child Care Facility shall operate during the Term of this Agreement at least Monday through Friday (excluding State holidays as listed on the Secretary of State's website), from 8:30 a.m. to 3:30 p.m. and offer extended care options from at least Monday through Friday (excluding State holidays as listed on the Secretary of State's website), from 7:00 a.m. to 6:00 p.m.

Section 4.3 Capacity of Child Care Facility. Commencing at the opening of the Child Care Facility and continuing during the Term of this Agreement, Borrower shall accept applications and maintain available spots in the Child Care Facility for a minimum of 80 children. City and Borrower recognize that there may be less than 80 children enrolled at the Child Care Facility during the Term due to a lack of applications, but in that event Borrower will keep spots open and accept applications for enrollment at all times that enrollment is less than 80 children.

Section 4.4 Enrollment Priorities. During the Term of the Agreement and as consideration for the making of the Loan, Borrower shall use the following priorities in enrolling children in the Child Care Facility:

(a) Borrower shall maintain twenty percent (20%) of the available enrollment spots available for households that receive child care assistance through the California Work Opportunity and Responsibility for Kids (CalWORKs) Child Care program or an equivalent state or federal form of need-based child care assistance (collectively referred to as "CalWORKS Recipients"). All enrollment spots set aside pursuant to this subparagraph shall remain open

until filled by CalWORKs Recipients from the beginning of each enrollment period for the next academic year (in January of each year), until at least April 1 of that year. In the event that the spots set aside for CalWORKs Recipients are not filled by April 1, Borrower shall notify the City in writing, including providing information documenting Borrower's outreach efforts to solicit CalWORKs Recipients to enroll in the Child Care Facility, and thereafter may open the available spots to households other than CalWORKs Recipients. Notwithstanding the foregoing, in the event that less than 20% of the enrollment spots are held by CalWORKs Recipients at any time during the Term of this Agreement, Borrower shall give priority on the waiting list to CalWORKs Recipients until all such spots are filled.

(i) Borrower shall perform outreach to make CalWORKs Recipients aware of the available spots, including but not limited to publicizing the available spots on Borrower's website, notifying First Five Yolo of the available spots, and performing other outreach as reasonably recommended by City's Community Services Department.

(b) In addition to the spots set aside pursuant to subparagraph (a), Borrower shall provide priority enrollment in the remaining spots for (1) children from households residing in Woodland, and (2) households with two working parents or a one parent head of household. In implementing this priority, Borrower shall make spots available to household meeting both of these priority categories first, then households residing in Woodland, then households with two working parents or a one parent head of households. To the extent that additional spots are available after administering the above priorities those spots may be filled without regard to the listed priorities, provided that thereafter if Borrower establishes a waiting list, Borrower shall utilize the above priorities in administering the waiting list.

(c) Borrower shall provide the City quarterly reports within information as deemed reasonably necessary to confirm compliance with this Agreement, including information on the number of employees at the facility (part-time and full-time), the number of children enrolled at the Child Care Facility, the number of children enrolled from CalWORKs Recipients, the number of children enrolled from households residing in Woodland, and the number of children enrolled from households with two working parents or single heads of household. The form of such reports shall be reasonably agreed upon by City and Borrower.

ARTICLE 5 LOAN REQUIREMENTS

Section 5.1 Information. Borrower shall provide any information reasonably requested by the City in connection with the Child Care Facility.

Section 5.2 Audits. Borrower shall make available for examination at reasonable intervals and during normal business hours to City all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit City to audit, examine, and make excerpts or transcripts from such records. City may make audits of any conditions relating to this Agreement.

Section 5.3 Insurance Requirements. Prior to the commencement of construction or installation of the Tenant Improvements (or any work related thereto) upon the Property, the Borrower shall furnish, or cause to be furnished, to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least Two Million Dollars (\$2,000,000.00) for any person, Three Million Dollars (\$3,000,000.00) for

any occurrence, Five Million Dollars (\$5,000,000.00) annual aggregate and Five Hundred Thousand Dollars (\$500,000.00) property damage, naming the City as additional insured. The policy limits of such policies may be in lesser amounts if the Borrower shall provide the City with duplicate originals or appropriate certificates of a binder (approved by the City) which indemnifies and holds the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Property and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Borrower and its agents, servants, employees and contractors, and which provides for the defense of the City against all claims or causes of action arising there from. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction of the Tenant Improvements and until the construction of the Tenant Improvements is complete.

Section 5.4 Permitted Transfers/Consent. Borrower may not cause or permit any voluntary transfer, assignment or encumbrance of its interest in Borrower's leasehold interest in the Property or in the Tenant Improvements, or sublease all or any part of the Child Care Facility. Any transfer, assignment, encumbrance or sublease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, sublease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Event of Default. Any material breach by Borrower of any covenant, agreement, provision or warranty contained in this Agreement or in any of the Loan Documents that remains uncured upon the expiration of any applicable notice and cure periods contained in any Loan Document will constitute an "Event of Default," including the following:

(a) Borrower fails to make any payment required under this Agreement within ten (10) days after the date when due; or

(b) Borrower fails to open and continuously operate the Child Care Facility in accordance with all terms and conditions of Article 4 of this Agreement; or

(c) Any lien is recorded against all or any part of the Property or the Child Care Facility without the City's prior written consent except as permitted under Section 5.4 of this Agreement, and the lien is not removed from title or otherwise remedied to the City's satisfaction within thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(d) Borrower fails to perform or observe any other term, covenant or agreement contained in any Loan Document, and the failure continues for thirty (30) days after Borrower's receipt of written notice from the City to cure the default, or, if the default cannot be

cured within a 30-day period, Borrower will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* Borrower commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

(e) Any representation or warranty made by Borrower in any Loan Document proves to have been incorrect in any material respect when made; or

(f) Borrower is dissolved or liquidated or merged with or into any other entity; or, if Borrower ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than thirty (30) days; or all or substantially all of the assets of Borrower are sold or otherwise transferred except as permitted under Section 5.4; or

(g) Without the City's prior written consent, Borrower voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Borrower or of its right, title or interest in the Child Care Facility or the Property; or

(h) Borrower is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Borrower applies for or consents to the appointment of any receiver, trustee or similar official for Borrower or for all or any part of its property (or an appointment is made without its consent and the appointment continues undischarged and unstayed for sixty (60) days); or Borrower institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to Borrower or to all or any part of its property under the laws of any jurisdiction (or a proceeding is instituted without its consent and continues undismissed and unstayed for more than sixty (60) days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against the Property, the improvements or any other property of Borrower and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(i) Borrower is in default of its obligations with respect to any funding obligation (other than the Loan) for the Child Care Facility, and the default remains uncured following the expiration of any applicable cure periods.

(j) Borrower is in default of its obligations under any other agreement entered into with the City, and the default remains uncured following the expiration of any applicable cure periods.

Section 6.2 Remedies. During the pendency of an uncured Event of Default, the City may exercise any right or remedy available under this Agreement or the Promissory Note or at law or in equity. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the Promissory Note, together with default interest as provided in the Promissory Note and any other charges due under the Promissory Note, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Borrower expressly waives.

(b) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Borrower's noncompliance with this Agreement.

(c) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Child Care Facility will be deemed to constitute a portion of the principal balance of the Promissory Note, even if it causes the principal balance to exceed the face amount of the Promissory Note, unless Borrower reimburses the City within ten (10) days of the City's demand for reimbursement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 7.1 Borrower Representations and Warranties. As a further inducement for the City to enter into this Agreement, Borrower represents and warrants as follows:

(a) The execution, delivery and performance of the Loan Documents will not contravene or constitute a default under or result in a lien upon assets of Borrower under any applicable Law, any Charter Document of Borrower or any instrument binding upon or affecting Borrower, or any contract, agreement, judgment, order, decree or other instrument binding upon or affecting Borrower.

(b) When duly executed, the Loan Documents will constitute the legal, valid and binding obligations of Borrower. Borrower hereby waives any defense to the enforcement of the Loan Documents related to alleged invalidity of the Loan Documents.

(c) No action, suit or proceeding is pending or to the best of Borrower's knowledge, threatened that might affect Borrower or the Child Care Facility adversely in any material respect.

(d) Borrower is not in default under any agreement to which it is a party, including any lease of real property.

(e) All statements and representations made by Borrower in connection with the Loan remain true and correct as of the date of this Agreement.

ARTICLE 8 NOTICES.

Section 8.1 Notice. Any notice, demand, request or other communication that any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered, (b) if mailed by United States mail, certified or registered, postage prepaid, two (2) business days after mailing, or (c) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, at the address set forth below or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices must be addressed as follows:

To City: City of Woodland
 300 First Street
 Woodland, CA 95695
 Attn: City Manager

with a copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

To Borrower: Woodland Haven, Inc.
204 West Monte Vista Circle
Woodland, CA 95695
Attn: Keri Aoki

Section 8.2 Required Notices. Borrower agrees to provide notice to the City in accordance with Section 8.1 of the occurrence of any change or circumstance that: (a) will have an adverse effect on the physical condition or intended use of the Child Care Facility; or (b) will have a material adverse effect on Borrower's operation of the Child Care Facility or ability to repay the Loan.

ARTICLE 9 GENERAL PROVISIONS

Section 9.1 No Third Party Beneficiaries. Nothing contained in this Agreement, nor any act of the City, may be interpreted or construed as creating the relationship of third party beneficiary, limited or general partnership, joint venture, employer and employee, or principal and agent between the City and Borrower or Borrower's agents, employees or contractors.

Section 9.2 No Claims by Third Parties. Nothing contained in this Agreement creates or justifies any claim against the City by any person or entity with respect to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Child Care Facility. Borrower must include this requirement as a provision in any contracts for the development of the Child Care Facility.

Section 9.3 Entire Agreement. This Agreement and its Exhibits incorporate the terms of all agreements made by the City and Borrower with regard to the subject matter of this Agreement. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein will be binding on the City or Borrower.

Section 9.4 City Obligations. The City's sole obligation under this Agreement is limited to providing the Funds as described in this Agreement, up to the Funding Amount. Under no circumstances, including breach of this Agreement, will the City be liable to Borrower for any special or consequential damages arising out of actions or failure to act by the City in connection with any of the Loan Documents.

Section 9.5 Borrower Solely Responsible. Borrower has the right to exercise full control of employment, direction, compensation and discharge of all persons assisting in the performance contemplated under this Agreement. Borrower is solely responsible for: (a) its own acts and those of its agents, employees and contractors and all matters relating to their performance, including compliance with Social Security, withholding and all other Laws governing these matters and requiring that contractors include in each contract that they will be solely responsible for similar matters relating to their employees; (b) any losses or damages

incurred by Borrower, any of its contractors or subcontractors and the City and its officers, representatives, agents and employees on account of any act, error or omission of Borrower in the performance of this Agreement or any other Loan Document and the development and operation of the Child Care Facility; and (c) all costs and expenses relating to Borrower's performance of obligations under the Loan Documents, the delivery to the City of documents, information or items under or in connection with any of the Loan Documents and taxes, fees, costs or other charges payable in connection with the execution, delivery, filing and/or recording of any Loan Document or document required under any Loan Document.

Section 9.6 Force Majeure. Borrower shall not be deemed to be in default of this Covenant where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control that prevent the opening or operating of the Child Care Facility in accordance with this Covenant. If any such events shall occur, the term of this Agreement and the time for performance in accordance with this Covenant may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that in the event that the circumstances causing such delay extend for more than one (1) year, Borrower and City shall meet and confer to discuss amendments to this Agreement to reasonably address such changed circumstances.

Section 9.7 No Inconsistent Agreements. Borrower warrants that it has not executed and will not execute any other agreement(s) with provisions materially contradictory or in opposition to the provisions of this Agreement.

Section 9.8 Inconsistencies in Loan Documents. In the event of any conflict between the terms of this Agreement and any other Loan Document, the terms of this Agreement control unless otherwise stated; *provided, however*, that any provision in this Agreement in conflict with any Law will be interpreted subject to that Law.

Section 9.9 Governing Law. This Agreement is governed by California law without regard to its choice of law rules.

Section 9.10 Joint and Several Liability. If Borrower consists of more than one person or entity, each is jointly and severally liable to the City for the faithful performance of this Agreement.

Section 9.11 Successors. Except as otherwise limited herein, the provisions of this Agreement bind and inure to the benefit of the undersigned parties and their heirs, executors, administrators, legal representatives, successors and assigns. This provision does not relieve Borrower of its obligation under the Loan Documents to obtain the City's prior written consent to any assignment or other transfer of Borrower's interests in the Loan, the Property or the ownership interests in Borrower.

Section 9.12 Attorneys' Fees. If any legal action is commenced to enforce any of the terms of this Agreement or rights arising from any party's actions in connection with this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party, whether incurred in a judicial, arbitration, mediation or

bankruptcy proceeding or on appeal. An award of attorneys' fees and costs will bear interest at the default rate under the Promissory Note from the date of the award until paid.

Section 9.13 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

Section 9.14 Time. Time is of the essence in this Agreement. Whenever the date on which an action must be performed falls on a Saturday, Sunday or federal holiday, the date for performance will be deemed to be the next succeeding business day.

Section 9.15 Further Assurances. Borrower agrees to: (a) pursue in an effective and continuous manner; (b) use best efforts to achieve; and (c) take all actions reasonably required by the City from time to time to confirm or otherwise carry out the purpose of this Agreement.

Section 9.16 Consent. Except as expressly provided otherwise, whenever consent or approval of a party is required in any Loan Document, that party agrees not to withhold or delay its consent or approval unreasonably.

Section 9.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which will constitute but one agreement.

Section 9.18 Borrower's Personnel. The operation of the Child Care Facility shall be implemented only by competent personnel under the direction and supervision of Borrower.

Section 9.19 Exhibits. All exhibits attached hereto are incorporated into and hereby made a part of this Agreement.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

CITY:

City of Woodland, a municipal corporation

BORROWER:

Woodland Haven, Inc., a California nonprofit public benefit corporation

By: _____
Ken Hiatt, City Manager

By: _____
Keri Aoki, _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel One:

Lots 76 and 77, Streng Park Unit No. 2, filed April 10, 1978 in Book 10, of Maps at Pages 78, 79, 80 and 81, inclusive, Yolo County Records.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet without right of surface entry as granted to Cal Penn Builders, Inc., a California Corporation by deed recorded October 26, 1978 in Book 1334 of Official Records at Page 721, Yolo County Records.

APN: 039-471-014-000, 039-471-015-000

Parcel Two:

Lot 78, Streng Park Unit No. 2, filed April 10, 1978 in Book 10, of Maps at Pages 78, 79, 80 and 81, inclusive, Yolo County Records.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet without right of surface entry as granted to Cal Penn Builders, Inc., a California Corporation by deed recorded October 26, 1978 in Book 1334 of Official Records at Page 721, Yolo County Records.

APN: 039-471-016-000

EXHIBIT B

FORM OF PROMISSORY NOTE

**Not to Exceed
\$775,000**

_____, 2022
Woodland, California

FOR VALUE RECEIVED, WOODLAND HAVEN, INC., a California nonprofit public benefit corporation ("**Maker**"), having an address of 204 West Monte Vista Circle, CA 95695, promises to pay to the CITY OF WOODLAND, a California municipal corporation ("**Holder**"), the principal sum of **SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$775,000.00)**, or so much of said amount which may be advanced from time to time, with an interest rate of three percent (3%) per annum.

1. Background. This Promissory Note ("**Note**") is made pursuant to that certain City of Woodland Child Care Center Forgivable Loan Agreement (the "**Loan Agreement**"), dated _____, 2022, by and between Maker and Holder, whereby Holder made a loan (the "**Loan**") to Maker, in the amount not to exceed \$775,000, to pay certain costs associated with the in connection with the development and associate start-up costs of the Child Care Facility, as defined in the Loan Agreement, upon that certain Property located in the City of Woodland, California (the "**Property**"), as more particularly described in the Loan Agreement. This Note evidences the Loan and Maker's repayment obligations to Holder thereunder. All capitalized terms used but not defined in this Note shall have the meanings given to them in the Loan Agreement.

2. Payment.

(a) No payment shall be due under this Note for so long as the Maker is in compliance with all terms and conditions of the Loan Agreement. On each anniversary of the date of this Note as set forth above, provided that Maker is in compliance with the terms and conditions of the Loan Agreement, ten percent of the principal amount of this Note (\$77,500.00) shall be forgiven. At the end of the Term, provided that Maker has remained in compliance with the terms and conditions of the Loan Agreement for the full length of the Term, the Note and all interest accrued hereunder shall be forgiven in its entirety.

(b) Maker shall have the right to prepay without penalty all or any portion of the principal amount evidenced hereunder, subject to the repayment requirements of Section 2(c).

(c) All payments and prepayments received by Holder pursuant to the terms hereof shall be applied in the following manner: first, to the payment of all expenses, charges, costs and fees incurred by or payable to Holder by Maker pursuant to the terms hereof (in such order and manner as Holder, in its sole discretion, may elect); second, to the payment of all interest accrued to the date of such payment; and third, to the payment of principal. Notwithstanding anything to the contrary contained herein,

after the occurrence and during the continuation of an Event of Default (as hereinafter defined), all amounts received by Holder from any party shall be applied in such order as Holder, in its sole discretion, may elect.

3. Interest Rate. The principal outstanding under this Note shall accrue interest at the rate of three percent (3%) per annum beginning on the date of this Note until the date the Loan is repaid or forgiven in full. Upon forgiveness of the full principal amount of the Loan at the end of the Term, all accrued interest shall be forgiven as well.

4. Security. This Note is unsecured.

5. Events of Default. Any of the following events shall be deemed an "**Event of Default**" hereunder:

(a) Failure to make any payment of interest or principal on this Note when due;

(b) Maker shall fail to satisfy any obligation under this Note;

(c) Maker shall become in default under the Loan Agreement, subject to any applicable cure periods set forth therein;

(e) Maker shall file a voluntary petition in bankruptcy court or such a petition shall be filed against Maker and is not dismissed within sixty (60) days after filing; or if Maker shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or Maker seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Maker or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(f) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Maker seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Maker shall be appointed without the consent or acquiescence of Maker and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

(g) Maker dissolves, any member withdraws from Maker or any other termination of Maker's existence as a going concern occurs; or

(h) A material adverse change occurs in Maker's financial condition or Holder believes the prospect of payment or performance of this Note is impaired.

6. Remedies.

(a) Acceleration. Upon the occurrence of an Event of Default, and without demand on or notice to Maker or any other party, all amounts payable by Maker hereunder shall immediately become due and payable in full.

(b) No Waiver. Holder's acceptance of interest at the Default Rate shall not have the effect of curing any Event of Default and shall not prejudice the right of Holder to collect any other amounts required to be paid or to declare a default under any of the "Loan Documents," as defined in the Loan Agreement. No delay or omission on the part of Holder in exercising any right or remedy under this Note or any other Loan Documents shall operate as a waiver of such right or remedy or Holder's right to exercise same at any time.

7. Default Rate. Upon the occurrence of an Event of Default, at the option of Holder, all amounts then unpaid under this Note shall bear interest from the date of default until such default is cured at a rate of interest (the "**Default Rate**") equal to ten percent (10%) per annum and shall be immediately due and payable. Holder's acceptance of interest at the Default Rate shall not have the effect of curing any Event of Default and shall not prejudice to the right of Holder to collect any other amounts required to be paid or to declare a default under this Note. No delay or omission on the part of Holder in exercising any right or remedy under this Note shall operate as a waiver of such right or remedy or Holder's right to exercise same at any time.

8. No Waiver. The acceptance of any payment hereunder which is less than payment of all amounts then due and payable shall not constitute a waiver of any of the rights or options of Holder or to the exercise of those rights and options at the time of such acceptance or at any subsequent time. No waiver by Holder of any right or remedy shall be effective unless in writing and signed by Holder, and no such waiver, on one occasion, shall be construed as a waiver on any other occasion. Maker waives any right of offset now or hereafter existing against Holder.

9. Time of the Essence. Time is of the essence in the performance of each provision hereof.

10. Notices. Any notice, demand, request or other communication that any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered, (b) if mailed by United States mail, certified or registered, postage prepaid, two (2) business days after mailing, or (c) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, at the address set forth below or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

To Holder: City of Woodland
 301 Main Street

Woodland, CA 95695
Attn: City Manager

with a copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

To Maker: Woodland Haven, Inc.
204 West Monte Vista Circle
Woodland, CA 95695
Attn: Keri Aoki

If there is more than one Maker, notice to any of them shall be deemed notice to all of them.

12. Interest Calculation. Interest hereunder for any period shall be calculated on the basis of a three hundred sixty (360)-day year and a thirty (30)-day month, and the number of days elapsed during that period.

13. Certain Waivers. Maker hereby waives for itself and any person or entity who now or may hereafter become liable with respect to this Note, to the fullest extent permitted by law, diligence, presentment, protest and demand, notice of dishonor and all other notices and demands without in any way affecting the liability of Maker and any other person or entity who now or may hereafter become liable with respect to this Note. Maker further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations and the right to require Holder to marshal assets.

14. Severability. Every provision of this Note is intended to be severable. In the event any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provision hereof, which terms and provisions shall remain binding and enforceable, and this Note shall be construed as if such illegal, invalid or unenforceable provision had not been contained herein.

15. Interpretation. In this Note, the singular shall include the plural and the masculine gender shall include the feminine and neuter genders, and vice versa, if the context so requires. The captions and headings in this Note are merely for convenience and substantively are not a part of this Note.

16. U.S. Dollars. All sums payable hereunder shall be payable in the lawful money of the United States of America.

17. Governing Law. This Note is governed by the law of the State of California, without giving effect to conflicts of laws principles.

18. Enforcement Costs. In the event of (a) any action or proceeding that involves the protection, preservation or enforcement of Holder's rights or Maker's obligations under this Note (including, but not limited to, Holder's defense of any action by Maker in connection with the loan evidenced hereby), (b) Holder's collection or enforcement without institution of litigation proceedings, or (c) Holder's participation in any proceeding which is authorized under the terms of this Note, Holder shall be entitled to payment, upon demand, from Maker of all costs and expenses associated therewith, including reasonable attorneys' fees and litigation expenses. Maker will pay Holder, upon demand, all reasonable attorneys' fees and expenses incurred in the representation of Holder in any aspect of any bankruptcy or insolvency proceeding initiated by or on behalf of Maker that concerns any of its obligations to Holder under this Note. In the event of a judgment against one party concerning any aspect of this Note, the right to recover post-judgment attorneys' fees incurred in enforcing the judgment shall not be merged into and extinguished by any money judgment. The provisions of this Section constitute a distinct and severable agreement from the other contractual rights created by this Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the year and date first set forth above.

MAKER:

WOODLAND HAVEN, INC.,
a California nonprofit public benefit
corporation

By: _____
Name: Keri Aoki
Title: _____

EXHIBIT C

FORM OF OPERATING COVENANT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Woodland
300 First Street
Woodland, California 95695
Attn: City Manager

(Exempt from Recording Fee per Gov. Code § 6103)

(Space Above This Line for Recorder's Office
Use Only)

CHILD CARE FACILITY OPERATING COVENANT

THIS OPERATING COVENANT ("Covenant") is made this ____ day of _____, 202 by and among AOKI-SLAVEN FAMILY TRUST ("Owner") and CITY OF WOODLAND ("City").

1. Child Care Facility. Owner covenants and agrees for itself, its successors and assigns, and any successor-in-interest to the Property, which is described in Exhibit A attached hereto and incorporated herein by reference, or part thereof, that during the term of this Covenant, Owner shall only use the Property for the operation of a Child Care Facility in accordance with the terms and conditions set forth herein. If at any time the Property is not used as a Child Care Facility in accordance with this Agreement, City shall have the right, at its option, to exercise all rights and remedies available to City in law or equity including but not limited to initiating an action for specific performance of this Covenant, or exercising the City's remedies under the Deed of Trust executed by Owner in favor of the City to secure Owner's obligations under this Covenant.

2. Operating Covenant. In exchange for consideration provided to Owner by Woodland Haven, Inc., in exchange for which Owner agreed to enter into this Operating Covenant, Owner covenants and agrees for itself, its lessees, successors and assigns and any successor-in-interest to the Property, or part thereof, that Owner shall ensure that commencing by October 1, 2022, and for the remaining term of this Covenant a Child Care Facility shall be operated on the Property that meets the following requirements:

a. Continuous Operation. Owner covenants that commencing not later than October 1, 2022, and continuing through at least the end of the term of this Covenant, a Child Care Facility with the capacity to accept a minimum of 80 children at all times shall be open and shall operate for the full calendar year at all times consistent with the hours of operation set forth below. Any closure of the Child Care Facility for a period of greater than two continuous weeks, or ten total

days when the facility would normally be open pursuant to Section 2.b below in any twelve month period, and subject to the force majeure provisions set forth herein, shall constitute a default under this Agreement.

b. Hours of Operation. The Child Care Facility shall operate during the Term of this Covenant at least Monday through Friday (excluding State holidays as listed on the Secretary of State's website), from 8:30 a.m. to 3:30 p.m. and offer extended care options from at least Monday through Friday (excluding State holidays as listed on the Secretary of State's website), from 7:00 a.m. to 6:00 p.m.

c. Capacity of Child Care Facility. Commencing at the opening of the Child Care Facility and continuing during the Term of this Agreement, the operator of the Child Care Facility shall accept applications and maintain available spots in the Child Care Facility for a minimum of 80 children. City and Owner recognize that there may be less than 80 children enrolled at the Child Care Facility during the Term due to a lack of applications, but in that event the operator will keep spots open and accept applications for enrollment at all times that enrollment is less than 80 children.

d. Enrollment Priorities. During the Term of the Covenant and in acknowledgment of the consideration provided to Owner by Woodland Haven, Inc., Owner shall ensure that the Operator of the Child Care Facility shall use the following priorities in enrolling children in the Child Care Facility:

(i) Twenty percent (20%) of the available enrollment spots shall be available for households that receive child care assistance through the California Work Opportunity and Responsibility for Kids (CalWORKs) Child Care program, or an equivalent state or federal need-based child care assistance program (collectively referred to herein as "CalWORKs Recipients"). All enrollment spots set aside pursuant to this subparagraph shall remain open until filled by CalWORKs Recipients from the beginning of each enrollment period for the next academic year (in January of each year), until at least April 1 of that year. In the event that the spots set aside for CalWORKs Recipients are not filled by April 1, the operator shall notify the City in writing, including providing information documenting Borrower's outreach efforts to solicit CalWORKs Recipients to enroll in the Child Care Facility, and thereafter may open the available spots to households other than CalWORKs Recipients. Notwithstanding the foregoing, in the event that less than 20% of the enrollment spots are held by CalWORKs Recipients at any time during the Term of this Agreement, Borrower shall give priority on the waiting list to CalWORKs Recipients until all such spots are filled.

(A) The operator shall perform outreach to make CalWORKs Recipients aware of the available spots, including but not limited to publicizing the available spots on Borrower's

website, notifying First Five Yolo of the available spots, and performing other outreach as reasonably recommended by City's Community Services Department.

(ii) In addition to the spots set aside pursuant to subparagraph (a), the Owner shall ensure that the operator of the Child Care Facility shall provide priority enrollment in the remaining spots for (1) children from households residing in Woodland, and (2) households with two working parents or a one parent head of household. In implementing this priority, the operator shall make spots available to household meeting both of these priority categories first, then households residing in Woodland, then households with two working parents or a one parent head of households. To the extent that additional spots are available after administering the above priorities those spots may be filled without regard to the listed priorities, provided that thereafter if the operator establishes a waiting list, it shall utilize the above priorities in administering the waiting list.

e. Quarterly Reporting. The Owner shall ensure that the operator of the Child Care Facility shall provide the City quarterly reports within information as deemed reasonably necessary to confirm compliance with this Agreement, including information on the number of employees at the facility (part-time and full-time), the number of children enrolled at the Child Care Facility, the number of children enrolled from CalWORKs Recipients, the number of children enrolled from households residing in Woodland, and the number of children enrolled from households with two working parents or single heads of household. The form of such reports shall be reasonably agreed upon by City and the operator of the Child Care Facility.

3. Term. This Covenant shall and all obligations contained herein shall be enforceable by the City against Owner for a period of not less than ten (10) years from the date this Covenant is recorded in the Official Records of Yolo County. Provided Developer is not in Default hereunder and remains in reasonable compliance with the material terms and conditions of this Covenant on the date that is ten (10) years following recordation of this Covenant, this Covenant shall expire and be of no further force or effect, and City at the request of Owner shall within thirty (30) days thereof execute a document in recordable form removing this Covenant from title and deliver the document to Owner. Developer agrees to record the document at Developer's cost. All documents to be recorded as herein provided shall be prepared by the Developer at Developer's cost, and their form and content shall be subject to City's reasonable approval.

4. Taxes. Developer shall pay, when due, (a) all *ad valorem* property taxes levied against the Site, (b) any special assessments or special taxes levied against the Site, (c) all taxes payable under the California Bradley-Burns Uniform Local Sales & Use Tax Laws, Revenue and Taxation Code § 7200, *et seq.*, (d) all temporary occupancy taxes, and (e) all other taxes, any portion of which is allocated to, or received by City.

5. Default. Any failure or delay by either party to timely perform any covenant of this Covenant shall constitute a Default under this Covenant, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion. The injured party shall give written notice of Default to the party in Default, specifying the Default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default. In the event of a Default, the injured party shall have all remedies available to it in law or equity, including but not limited to specific performance.

6. Force Majeure. Owner shall not be deemed to be in default of this Covenant where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control that prevent the opening or operating of the Child Care Facility in accordance with this Covenant. If any such events shall occur, the term of this Agreement and the time for performance in accordance with this Covenant may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that in the event that the circumstances causing such delay extend for more than one (1) year, Owner and City shall meet and confer to discuss amendments to this Covenant to reasonably address such changed circumstances.

7. Restrictions on Transfer.

a. Transfer Defined. As used in this section, the term "transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Covenant, the Site, or the improvements thereon. A transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Owner in the aggregate taking all transfers into account on a cumulative basis. In the event Owner or the applicable successor is a corporation or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Owner or of beneficial interests of such trust. In the event that the applicable successor is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest. In the event that the applicable successor is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

b. Restrictions Prior to Expiration of Covenant. Prior to expiration of this Covenant, Owner shall not transfer this Covenant or any of Owner's rights hereunder, or any interest in the Property or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, which shall not be unreasonably

withheld, conditioned or delayed, and if so purported to be transferred, the same shall be null and void. The City's decision to approve or disapprove a transfer shall be final. In considering whether it will grant approval to any transfer by Developer of its interest in the Property, City shall consider factors such as (i) whether the continued operation of the Child Care Facility is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Owner's obligations hereunder; and (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of specific written agreement by City, prior to the expiration of this Covenant, no assignment or transfer by Owner of all or any portion of its interest in the Property or this Covenant (including without limitation an assignment or transfer not requiring City approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the operation of the Child Care Facility with respect to that portion of the Property which is so transferred. In addition, no attempted assignment of any of Owner's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by City assuming such obligations. Upon City's approval of a transfer and the execution of an assumption agreement, Owner shall be released from all further obligations under this Covenant and the Deed of Trust securing this Covenant.

c. Exceptions.

The foregoing prohibition shall not apply to any of the following:

(1) Any mortgage, deed of trust, or other form of conveyance for financing, but Owner shall notify City in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the acquisition of the Property.

(2) The conveyance or dedication of any portion of the Property to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the development of the Property.

(3) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(4) A sale or transfer of fifty percent (50%) or more of ownership or control interest between members of the same family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of

members of the trustor's family, transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of fifty-one percent (51%) or more.

[Signatures on the following page]

**SIGNATURE PAGE TO
OPERATING COVENANT**

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the date first written above.

"CITY": CITY OF WOODLAND

Date: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____(Name and Title)

"DEVELOPER"

WOODLAND HAVEN, INC., a California
nonprofit public benefit corporation

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF SITE

[attached behind this cover page]

EXHIBIT D

FORM OF DEED OF TRUST

RECORDING REQUESTED PURSUANT
TO GOVERNMENT
CODE SECTION 27383

When Recorded Mail To:

City of Woodland
301 Main Street
Davis, CA 95695
Attn: City Manager

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ____ day of _____, 2022, among the AOKI-SLAVEN TRUST ("Trustor"), whose address is 204 West Monte Vista Circle, Woodland, CA 95695, insert name of title company ("Trustee"), whose address is insert address of title company, and the City of Woodland ("Beneficiary"), whose address is 301 Main Street, Woodland, CA 95695.

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest now owned or hereafter acquired in and to the real property located at 1730-1738 Cottonwood Street, Woodland, California, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now existing or hereafter constructed thereon (the "Improvements") and all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements (the "Property").

1. Secured Obligations. Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing Trustor's obligations under that certain Child Care Facility Operating Covenant between Trustor and Beneficiary dated insert date of Agreement (the "Secured Obligations").

2. Maintenance and Repair. Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires

insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the liability policy shall name Beneficiary as an additional insured, and shall require 30 days' prior notice to Beneficiary before the policy is modified or terminated.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) at least 10 days before delinquency, all taxes and assessments affecting the Property, including water stock assessments; (b) when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all costs, fees and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (iv) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. Reimbursement of Costs. Trustor shall pay upon demand all sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate allowed by law.

7. No Waiver. By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. Reconveyance. That upon written request of Beneficiary stating that the Secured Obligations have been fulfilled, and upon surrender of this Deed of Trust, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

9. Assignment of Rents. Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income and other benefits (collectively, the "Rents") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This

assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title and interest in the Rents; provided, however, so long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use and enjoy the same. Upon the occurrence of such a default, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in performance of any Secured Obligation, Beneficiary may deliver to Trustee a declaration of default and demand for sale and of a notice of default and a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing the Secured Obligations and expenditures, if any, secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, if any, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3433.

11. Substitution of Trustee. Beneficiary, or any successor beneficiary of the Secured Obligations or of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder, including pledgees, of the covenants set forth in the Child Care Facility Operating Covenant whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor

hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require.

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. Estoppel Certificate. Trustor shall, within ten (10) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. Due-On-Sale or Encumbrance. If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operational law, Beneficiary may, at Beneficiary's option invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

TRUSTOR:

AOKI-SLAVEN TRUST

By: _____

Name: _____

By: _____

Name: _____

Exhibit A

Situated in the State of California, City of Woodland, County of Yolo, and described as follows:

[insert legal description]

EXHIBIT E

CHILD CARE FACILITY BUDGET

Woodland Haven Start-up Budget

SUMMARY BY CATEGORY

Category	Budget	Actual	Difference
Infant Room	\$35,000.00	\$0.00	\$35,000.00
Toddler Room	\$30,000.00	\$0.00	\$30,000.00
Preschool 3-4 Room	\$35,000.00	\$0.00	\$35,000.00
Preschool 4-5 Room	\$35,000.00	\$0.00	\$35,000.00
Outdoor Budget	\$50,000.00	\$0.00	\$50,000.00
Cosmetic Rep (\$4k/Class)	\$16,000.00	\$0.00	\$16,000.00
Office, Break room, & 2 Lobbies	\$35,000.00	\$0.00	\$35,000.00
COVID cleaning	\$6,000.00	\$0.00	\$6,000.00
Admin Start-up fees	\$195,000.00	\$0.00	\$195,000.00
Security Deposit + 1st month rent	\$209,300.00	\$0.00	\$209,300.00
5 month rent + utilities/ operating expenses	\$80,500.00	\$0.00	\$80,500.00
Paint interior & exterior	\$25,000.00	\$0.00	\$25,000.00
Fire System	\$10,000.00	\$0.00	\$10,000.00
Contingency Costs	\$13,200.00	\$0.00	\$13,200.00
Total:	\$775,000.00	\$0.00	\$775,000.00

***Detailed budgetary information for each category is on file with the City Community Services Department.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO
PROVIDE CITY FUNDING THROUGH A FORGIVABLE LOAN FOR WOODLAND
HAVEN CHILD CARE CENTER AND TO APPROPRIATE \$775,000 IN FUNDING**

WHEREAS, the demand for child care in Woodland exceeds the availability of childcare; and

WHEREAS, a priority initiative of the City Council of the City of Woodland for 2021 and 2022 is to address community child care needs; and

WHEREAS, Woodland Haven Childcare Center plans to operate a preschool and daycare center that would serve the needs of the community; and

WHEREAS, funding for this project will be provided by General Fund reserves.

NOW THEEFORE BE IT RESOLVED:

Section 1: The City Council of the City of Woodland hereby authorizes the City Manager to execute a forgivable loan agreement to provide City funding for Woodland Haven Child Care Center that includes the following terms:

- a) City will provide a forgivable loan in an amount not to exceed \$775,000 with a term of 10 years.
- b) One-tenth (\$77,500) of the loan amount will be forgiven each year that the child care center is in operation in accordance with the terms of the Agreement, with the full amount being forgiven at the end of the 10 year term.
- c) Loan funds will be used for tenant improvements and start-up costs associated with opening the child care center in accordance with a budget to be approved by City staff.
- d) Progress on the project will proceed according to a schedule of performance with specific milestones that are included in the loan agreement, with the facility opening not later than November 1, 2022.
- e) The facility will operate at least Monday-Friday 8:30 am-3:30 pm and offer extended care options for at least Monday-Friday 7:00 am-6:00 pm.
- f) The facility will accept a minimum of 80 children at all times commencing at opening.
- g) Provide priority enrollment for low income families through Cal Works or other subsidized program with a goal of achieving at least 20% enrollment from low income families.
- h) The facility will provide priority enrollment to families that live in Woodland.

- i) The facility will provide priority enrollment for child care center to children from Woodland families with two working parents or one parent head of household.
- j) Woodland Haven will be required to provide quarterly reports to the City providing information as deemed reasonably necessary to confirm compliance with the agreement including information on the number of employees at the facility (part-time and full-time); number of children enrolled; number of children from low income families enrolled; and number of children from Woodland enrolled.
- k) An operating covenant ensuring continued operation of a child care facility and compliance with the terms of the loan agreement for at least ten years will be recorded against the Property on which the child care facility will be located.

Section 2: The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement.

Section 3: The Fiscal Year 2021/22 budget is hereby amended to appropriate \$775,000 to the General Fund (Fund 101).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of April, 2022, by the following vote:

AYES:

NOES:

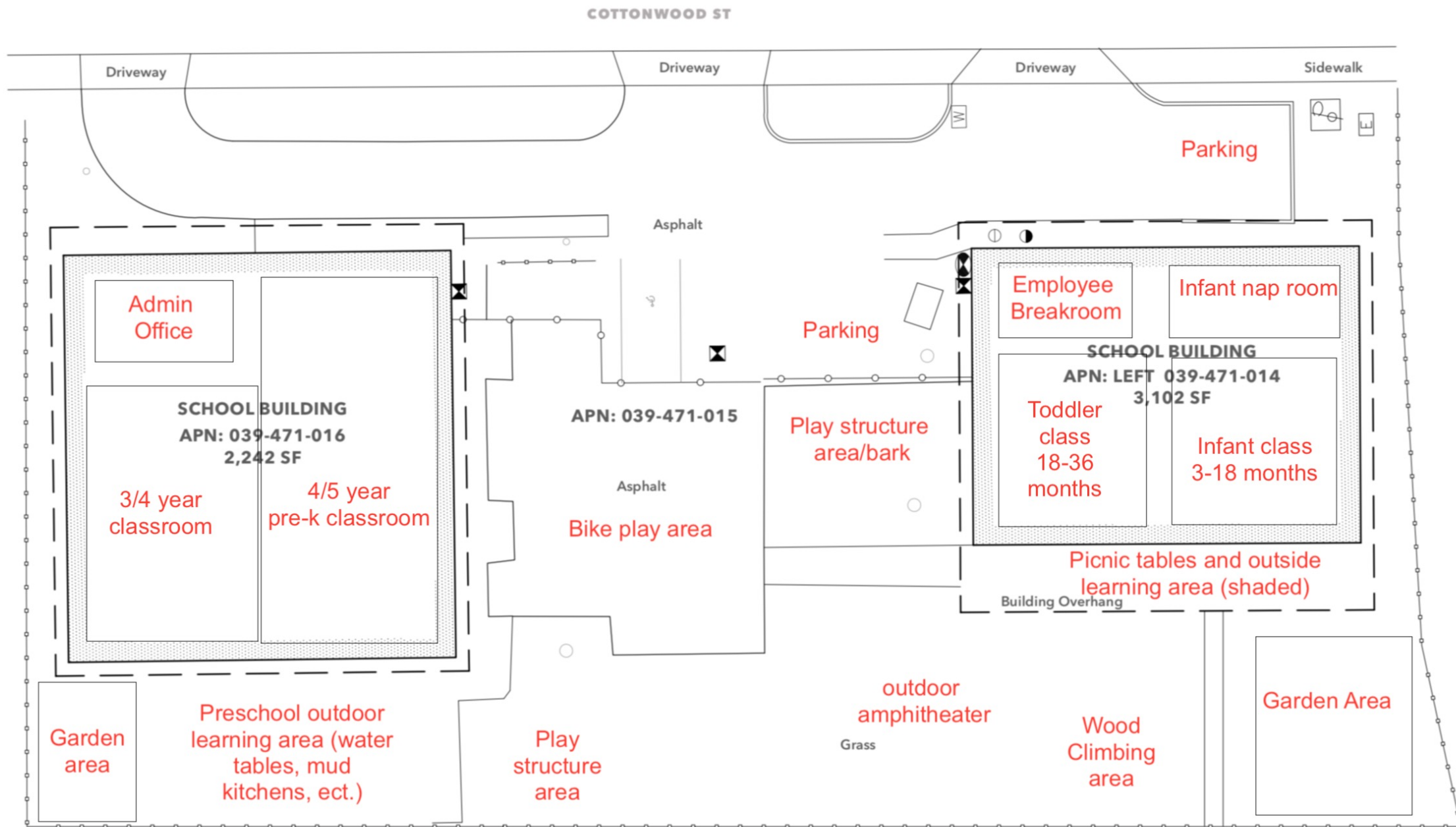
ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Facility Site Plan



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.11
SUBJECT: Construction Contract and Construction Inspection Consultant Agreement for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to:

1. Appropriate \$3,485,000 in the Storm Drain Fund (221) to the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06; and
2. Approve the Agreement Between the County of Yolo and the City of Woodland Regarding Cost Sharing Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Outfall Culvert Replacement Project and Related Maintenance; and
3. Award a construction contract in the amount of \$2,697,320 to T&S Construction, Inc. for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, and authorize a contract contingency of up to 15% (\$404,598), and
4. Approve a consultant agreement for construction inspection services with WSP USA, Inc. for an amount up to \$165,000, authorize a contingency of up to 10% (\$16,500), and authorize the City Manager to execute the agreement; and
5. Approve a consultant agreement for environmental services with Environmental Science Associates for an amount up to \$77,877, authorize a contingency of up to 10% (\$7,787), and authorize the City Manager to execute the agreement; and
6. Authorize the City Manager to execute the Memorandum of Understanding with Yoche Dehe Wintun Nation for tribal monitors for the Project.

Staff Contact:

Mark Miller, Associate Engineer - (530) 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, is included in the Capital Improvement Program which was approved by Council on June 15, 2021. Approved funding for CIP 20-06 is \$500,000 and consists of \$300,000 of Storm Drain Development Funds and \$200,000 of Sewer Enterprise Funds. The contract award, plus 15% construction contingency, inspection costs, design, and project management results in a total project cost of \$3,985,000.

Staff recommends that the City Council approve American Rescue Plan Act (ARP) revenue recovery funds to assist with funding of the project. The American Rescue Plan Act is a federal stimulus plan approved by the Congress of the United States and provides \$350 billion in funds to state and local governments. The funds are eligible and intended for use by municipal utilities for projects that improve access to clean drinking water and that improve wastewater and stormwater infrastructure systems. The Yolo Bypass West Levee Culvert Replacement Project is eligible for the funds and \$2,560,000 in funding is a necessary part of the overall project budget.

The culverts were originally installed by the California Department of Water Resources (DWR) in 1971 and an agreement was signed at that time specifying operations, maintenance, and replacement obligations. Agreement No. 71-518, Section 2 (h) between the Investment Operating Corporation, RD2035, City of Woodland, and Yolo County obligate the City and County to share in operation and maintenance of the culverts and to permit and fund replacement and expansion of the culverts. The entirety of the City and portions of the County drain to the Outfall Channel and Culverts. The City and County prepared a cost sharing

methodology based on the respective capacity share of the culverts and the City is responsible for 74% of the costs and the County is responsible for 26% of the costs. The new agreement stipulates that the City and County share in the total project cost at this cost share allocation. As such, the County's share at this time is \$924,300 and includes design, permitting, awarded construction contract, environmental services, and construction management and inspection. At the end of the project, the final project costs will be shared at the 74% City and 26% County allocation.

There are no impacts to the City's General Fund.

Background:

The entirety of the City's storm drainage and a portion of Yolo County's drainage outlets to the Yolo Bypass through the Outfall Channel and culverts through the Yolo Bypass West Levee (YBWL). These existing culverts were constructed around 1971 and do not meet current engineering standards for pipes 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 indicates that additional capacity is needed in the culverts crossing the YBWL. Lastly, the existing culverts have corroded, partially collapsed 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 referred to as the YBWL Culvert Replacement Project by the various agencies that authorize construction on Federal Flood Control Project levees.

Construction plans are now finalized for the Project, which is slated to break ground in Spring 2022. Multiple permits are being acquired from the various agencies that authorize construction activities on federal project levees or review construction projects for their effects on the environment. As a result, the Project will be subject to a confined construction window from May 1st to November 1st to mitigate impacts to habitat, protect select species from harm and ensure the Project is complete and the levee is restored before flood season begins. Environmental coverage for construction has been obtained under the local Yolo Habitat Conservation Plan/ Natural Community Conservation Plan and also a Streambed Alteration Agreement with the California Department of Fish and Wildlife. Cultural monitors from the Yocha Dehe Wintun Nation will also be present during levee excavation.

Discussion:

The City advertised for bids on January 13, 2022. On February 15, 2022, the City received 10 bids for CIP 20-06 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	T&S Construction Co., Inc.	\$2,697,320.00
2	R.J. Gordon Construction, Inc.	\$3,164,305.00
3	Westcon Construction Corp	\$3,275,150.00
4	Suulutaaq, Inc.	\$3,293,530.00
5	Steelhead Constructors JV	\$3,454,454.00
6	Syblon Reid	\$3,517,000.00
7	Valentine Corporation	\$3,688,369.00

8	Steve P. Rados, Inc.	\$3,872,000.00
9	Viking Construction Co	\$4,046,380.00
10	Lister Construction, Inc.	\$4,719,369.00

The engineer's estimate for Project construction was \$2.5 million. Staff has performed due diligence in reviewing the bids. T&S Construction, Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

The construction contract includes completion of the project by October 31, 2022 due to permit restrictions for work on levees. The project will utilize City staff for construction management and will contract with WSP USA, Inc. for construction inspection. WSP USA, Inc. is one of the 8 firms selected by the City for on-call construction inspection through a Quality Based Selection process performed in September 2018 and is experienced with requirements for working on federal project levees. The Project will also utilize ESA for environmental services during construction to maintain compliance with the various environmental regulations, including Yolo HCP. ESA was selected through a QBS process in August 2018 and recently assisted the City on the North Regional Pond & Pump Station Project.

The Memorandum of Understanding with the Yoche Dehe Wintun Nation is a requirement of California AB 52, which requires the inclusion of tribal monitors when a project has the potential to impact cultural artifacts.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Appropriate \$3,485,000 in the Storm Drain Fund (221) to the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06; and
2. Approve the Agreement Between the County of Yolo and the City of Woodland Regarding Cost Sharing Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Outfall Culvert Replacement Project and Related Maintenance; and
3. Award a construction contract in the amount of \$2,697,320 to T&S Construction, Inc. for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, and authorize a contract contingency of up to 15% (\$404,598), and
4. Approve a consultant agreement for construction inspection services with WSP USA, Inc. for an amount up to \$165,000, authorize a contingency of up to 10% (\$16,500), and authorize the City Manager to execute the agreement; and
5. Approve a consultant agreement for environmental services with Environmental Science Associates for an amount up to \$77,877, authorize a contingency of up to 10% (\$7,787), and authorize the City Manager to execute the agreement; and
6. Authorize the City Manager to execute the Memorandum of Understanding with Yoche Dehe Wintun Nation for tribal monitors for the Project.

Prepared by: Mark Miller, Associate Engineer

Reviewed by: Tim Busch, PE, Principal Utility Civil Engineer
Brent Meyer, PE, 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. Cost Sharing Agreement - County of Yolo
3. Inspection Agreement - WSP Proposal
4. Environmental Monitoring Agreement - ESA Proposal
5. Cultural Monitoring Agreement - Yocha Dehe Wintun Nation MOU

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH T&S CONSTRUCTION, INC., APPROVING AN AGREEMENT WITH YOLO COUNTY FOR PROJECT COST SHARING, APPROVING A CONSULTANT AGREEMENT WITH WSP USA, INC. FOR CONSTRUCTION INSPECTION, APPROVING A CONSULTANT AGREEMENT WITH ESA FOR ENVIRONMENTAL SERVICES, AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR CULTURAL MONITORING WITH THE YOCHE DEHE WINTUN NATION FOR CIP 20-06, THE YOLO BYPASS WEST LEVEE CULVERT REPLACEMENT PROJECT

WHEREAS, on November 16, 2021, the City Council approved the plans and specifications for CIP 20-06, the Yolo Bypass West Levee Culvert Replacement Project (the “Project”) and authorized advertisement for bids; and

WHEREAS, on January 13, 2022, the City of Woodland (the “City”) advertised for bids; and

WHEREAS, on February 15, 2022, the City received 10 bids and T&S Construction, Inc. (“T&S”) was determined to be the lowest responsible bidder submitting a responsive bid with a base bid of \$2,697,320; and

WHEREAS, the City of Woodland wishes to approve a construction contract in the amount of \$2,697,320 with T&S for construction of the Project and approve a contract contingency of up to 15% (\$404,598); and

WHEREAS, the City Council wishes to approve a Construction Contract with T&S Construction, Inc. and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to appropriate \$3,485,000 in Storm Drain Funds; and

WHEREAS, the City wishes to use \$2,625,000 in American Rescue Plan revenue recovery funds and contribute those funds to the Project; and

WHEREAS, the City wishes to enter into an agreement with Yolo County to cost share in the Project with the approval of the Agreement Between the County of Yolo and the City of Woodland Regarding Cost Sharing Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Outfall Culvert Replacement Project and Related Maintenance (the “Agreement”); and

WHEREAS, the City wishes to enter into a Memorandum of Understanding (“MOU”) with the Yoche Dehe Wintun Nation for cultural monitoring for the Project; and

WHEREAS, the City Council wishes to approve the Agreement and the MOU and authorize their execution through the adoption of this Resolution; and

WHEREAS, the City Council wishes to approve a consultant agreement with WSP USA, Inc. for construction inspection services for an amount up to \$165,000 and approve a contract contingency of up to 10% (\$16,500); and

WHEREAS, the City Council wishes to approve a consultant agreement with Environmental Science Associates for environmental services for an amount up to \$77,877 and approve a contract contingency of up to 10% (\$7,787).

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

Section 1. The City Council hereby authorizes an appropriation of \$3,485,000 in the Storm Drain Fund (221) to the Yolo Bypass West Levee Culvert Replacement Project CIP 20-06.

Section 2. The City Council hereby approves the Agreement Between the County of Yolo and the City of Woodland Regarding Cost Sharing Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Outfall Culvert Replacement Project and Related Maintenance. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 3. The City Council hereby approves the Construction Contract with T&S Construction, Inc. in the amount of \$2,697,320 and approves a fifteen percent (15%) construction contingency of up to \$404,598. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 4. The City Council hereby authorizes the City Manager to approve a consultant agreement with WSP USA, Inc. for construction inspection services for an amount up to \$165,000 and a ten percent (10%) contract contingency in an amount up to \$16,500.

Section 5. The City Council hereby authorizes the City Manager to approve a consultant agreement with Environmental Science Associates for environmental services for an amount up to \$77,877 and a ten percent (10%) contract contingency in an amount up to \$7,787.

Section 6. The City Council hereby approves the Memorandum of Understanding with the Yoche Dehe Wintun Nation for cultural monitoring. The City Manager is hereby authorized and directed to execute the MOU, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

PASSED AND ADOPTED this 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Agreement No. _____

**Agreement Between the County of Yolo and the City of Woodland Regarding
Cost Sharing Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee
Outfall Culvert Replacement Project and Related Maintenance**

This Agreement (“Agreement”) is entered into this ___ day of _____, 2022 by and between the County of Yolo (“County”) and the City of Woodland (“City”) (each individually a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, the Parties entered into various agreements, including Agreement No. 70-274 and 71-518, related to storm drainage facilities stemming from a 1969 settlement agreement (Agreement No. 69-155); and

B. WHEREAS, the Parties entered into Agreement No. 13-74 in 2013 to resolve cost sharing allocation for maintenance of the storm drainage facilities covered by Agreement No. 70-274; and

C. WHEREAS, the City’s Outfall Channel runs along the south side of the Cache Creek Settling Basin and flows east into the Yolo Bypass, the Tule Canal, and the Sacramento River and includes three existing culverts in the portion of the Outfall Channel that conveys City and County drainage to the Yolo Bypass; and

D. WHEREAS, Agreement No. 71-518 dated October 26, 1971, which is attached hereto as **Exhibit A** and incorporated herein by reference as if fully set forth herein, provides that the Parties will “make necessary applications to obtain permission for the installation of additional pipe or pipes through the West Levee of the Yolo Bypass at such time as the existing pipes are no longer sufficient for the transmission of the drainage waters in said canal through the bypass levee, and shall install such pipes together with necessary control devices, diversion boxes, and all necessary appurtenances, the cost of installation of said pipe to be borne by City and County;” and

E. WHEREAS, the three existing 48-inch diameter corrugated metal culverts located in the City’s Outfall Channel to convey drainage to the Yolo Bypass are identified as “the pipes” in section 2(h) of Agreement No. 71-518 and are hereafter referred to in this Agreement as the “Outfall Culverts;” and

F. WHEREAS, the Outfall Culverts, installed in approximately 1971, are at the end of their useful lives and are in need of immediate replacement because they no longer meet Federal and State requirements for pipe penetrations through levees; and

G. WHEREAS, the existing three 48-inch diameter Outfall Culverts are no longer sufficient for the transmission of drainage waters as described in the City’s 2017 Storm Drain Facilities Master Plan, and the existing Outfall Culverts do not meet County or City storm drainage requirements; and

H. WHEREAS, the City has initiated the design, environmental review, and permitting of the replacement Outfall Culverts to meet current and future drainage needs and to address Federal and State levee requirements with the Yolo Bypass West Levee (YBWL) Outfall Culvert Replacement Project, City CIP Project 20-06 (“Project”) and has further solicited bids for construction of the Project; and

I. WHEREAS, the Project will replace three current 48-inch diameter Outfall Culverts with five 72-inch reinforced concrete pipe (RCP) culverts, which have been designed by the City to accommodate increased urban runoff as a result of anticipated increases in City development under its General Plan buildout conditions; and

J. WHEREAS, the Parties have prepared a cost allocation analysis to proportionately allocate costs for the Project, resulting in the following cost allocation: County is responsible for 26% of design, permitting, and construction costs and the City is responsible for 74% of design, permitting, and construction costs.

K. WHEREAS, the total estimated Project cost, including design, permitting, and construction, is \$3,555,000 and with the agreed upon Project cost allocation, the County cost is estimated at \$924,300 and the City cost is estimated at \$2,630,700, which amounts shall be adjusted based upon actual costs, but will follow the 26% County/74% City cost allocation percentages, subject to the County’s Maximum Payment Obligation as defined herein; and

L. WHEREAS, the City will maintain the Project’s Outfall Channel and Outfall Culverts on an ongoing basis and has calculated that the present worth of such on-going maintenance is \$146,000, of which the County’s proportional share is \$38,000 (to be paid via one-time payment as provided herein) and the City’s proportional share is \$108,000; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

AGREEMENT

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

2. Project Construction.

a. City shall be solely responsible for causing the Project to be constructed to meet current and future drainage needs and to address Federal and State levee requirements as set forth in **Exhibit B** (“Project”). City shall be responsible for all Project construction and payment of all Project-related costs, including completion of environmental review, obtaining any required permits or other approvals necessary to complete Project construction, and compliance with other applicable laws related to Project construction.

b. County’s sole obligation with respect to the Project is contribution of the funding specified in Sections 4 and 5 of this Agreement.

3. Project Costs. The Parties anticipate that the Project will cost a total of \$3,555,000, based on the “Preliminary Budget” as set forth in **Exhibit C**, for the Project. The City shall not incur Project costs in excess of \$3,555,000 amount listed herein without the prior approval of the County, which shall not be unreasonably withheld.

4. Project Reimbursement

a. County shall, upon application of the City for payment, reimburse City for twenty six percent (26%) of all costs incurred by the City in connection with construction of the Project; provided however, that County’s payment obligation for the Project shall not exceed \$1,016,730 (“County’s Maximum Payment Obligation”). County, however agrees that it will reasonably consider a higher payment maximum if Project costs change, subject to the approval of the County’s Board of Supervisors. The County’s Maximum Payment Obligation excludes the County’s maintenance payment obligations specified in Section 5.

b. The City shall submit an invoice to the County for County’s 26% share of the amount of the Project’s construction contract and design and permitting costs to date. Upon completion of the Project, the City shall submit to the County a final invoice for any remaining amount owed by County to City for the total Project costs, subject to the County’s Maximum Payment Obligation. The final invoice shall enumerate the total costs in each category outlined in the Preliminary Budget. City shall provide backup documentation for such costs as reasonably requested by the County.

5. Maintenance. The City shall operate and maintain the Project and the Outfall Channel. County shall pay City an additional one-time sum of \$38,000 upon completion of the Project through the Term of this Agreement for all future, on-going operations and maintenance of the Outfall Channel and the Project’s Outfall Culverts. The City shall invoice the County for this additional \$38,000 payment concurrently with the invoice submitted by City to County upon completion of the Project, as described above. Maintenance activities include regular maintenance activities (e.g., ordinary wear and tear maintenance) and replacement of flap gates, but does not include non-routine maintenance involving significant improvements to the Outfall Channel or Outfall Culverts, such as (by way of illustration and not by limitation) future major structural repairs or modifications required by future Federal or State regulations. County and City shall cooperate in good faith with respect to determining a proportional cost-share of any maintenance that the Parties determines is outside of the scope of the regular on-going operation and maintenance costs for the Project.

6. Method of Payment. County shall pay City for all amounts owing under this Agreement within thirty (30) days of receipt of an invoice from City.

7. Term. The term of this Agreement shall be from the date that it is duly approved and fully executed by the governing bodies of the City and the County and continue until such time as the Outfall Culverts constructed pursuant to the Project are no longer in use by either Party. The Parties expressly reserve the right to revisit the appropriate cost-share for any future culvert projects or operation and maintenance of the Outfall Channel after the term of this Agreement has expired.

8. Waiver of Past Due Amounts Owed, if any, for City's Prior Outfall Channel/Outfall Culvert Maintenance. The Parties intend for the Agreement to be a full and final resolution of all claims arising from the City's maintenance of the Outfall Channel and Outfall Culverts prior to the date of this Agreement or Agreement No. 71-518, notwithstanding any potential later-discovered facts or information. Accordingly, each Party assumes the risk of unknown and unanticipated facts and claims, and hereby specifically waives any and all protection of California Civil Code Section 1542, which provides as follows:

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

Each Party represents that it has consulted with counsel, is fully informed on the consequences of the full and final waiver encompassed herein, and knowingly waives any protections of California Civil Code Section 1542, or any similar provisions of common or statutory law. The provisions of this Section shall survive the expiration or termination of this Agreement.

The waiver and release in this Agreement does not affect the mutual waivers and releases provided in Agreement No. 13-74.

9. Fees and Assessments. Nothing in this Agreement limits or otherwise affects the legal authority of the Parties to establish or amend fees, assessments, taxes, or' other charges imposed.

10. Effect on Agreement No. 71-518. Except to the extent set forth herein, the provisions of the Agreement No. 71-518 shall remain in full force and effect according to the terms of Agreement No. 71-518.

11. Indemnification. No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this Agreement. The Parties further agree, pursuant to Government Code section 895.4, that each Party shall fully defend, indemnify, and hold harmless the other Party and its agents, officers, employees and contractors from and against all claims, damages losses, judgments, liabilities, expenses and other cost (including litigation cost and attorney fees), arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by the indemnifying Party under this Agreement.

12. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

13. Notices. All notices, letters, and other communications under this Agreement

from one Party to the other will be mailed, first class, hand delivered, or emailed followed by delivery of the original documents to the address shown. Either Party may change its address at any time by providing written notification to the other Party.

If to City:

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

ken.hiatt@cityofwoodland.org; tim.busch@cityofwoodland.org

If to the County of Yolo:

County of Yolo
625 Court Street, Room 202
Woodland, CA 95695
Attn: County Administrator

Chad.Rinde@yolocounty.org; Nicholas.Burton@yolocounty.org

No change of address shall be binding upon the other Party hereto until such Party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

14. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation or either party to this Agreement.

15. Jurisdiction. Any lawsuit, action, or other proceeding arising from this Agreement shall be brought in a California state court located in the County of Yolo, California.

16. Successors and Assigns. This Agreement may be assigned with the consent of the other Party. It shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning party without the prior consent of the other Party.

17. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect; provided that if any material obligation or benefit under this Agreement is deemed invalid or unenforceable, the Parties shall negotiate in good faith to amend the Agreement to implement the intent of the Parties.

[signatures on following page]

CITY OF WOODLAND

By _____
Mayra Vega, Mayor

Attest:

By _____
Ana Gonzalez, City Clerk

Approved as to Form:
Best Best & Krieger, LLP

By _____
Ethan Walsh, City Attorney

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk

By _____
Deputy (Seal)

Approved as to Form:

By _____
Philip J. Pogledich, County Counsel

Exhibit A

To:

Auditor
Co. Counsel
Public Works
City of Woodland ✓
Reclamation Dist. 2035
Investment Operating Corporation

BOARD OF SUPERVISORS
Yolo County, California

Date: October 26, 1971
Entry No. 11

File:
WATER- Cache Creek Settling
Basin West of Woodland.

SEE:
AGREEMENT BOOK NO. 17

MINUTE ORDER NO. 71-1242 : APPROVED AGREEMENT NO. 71-518, BETWEEN INVESTMENT OPERATING CORPORATION, RECLAMATION DISTRICT NO. 2035, CITY OF WOODLAND AND COUNTY OF YOLO, FOR GRANT OF LICENSE AND CONSTRUCTION OF DRAINAGE CANAL FOR TRANSMISSION OF STORM DRAINAGE WATER OF THE CACHE CREEK SETTLING BASIN AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Bell, seconded by Supervisor Duncan, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Bell, Duncan, Stephens, Espigares.

Noes: None.

Absent: Edmonds.

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ORIGINAL

FILED

NOV 17 1971

AGREEMENT NO. 71-518

AGREEMENT FOR GRANT OF LICENSE
AND CONSTRUCTION OF DRAINAGE
FACILITIES

LAURENCE P. HENIGAN, Clerk
By *Barbara A. Polson*
Deputy

PARTIES: The parties to this agreement are:

INVESTMENT OPERATING CORPORATION, a corporation,
hereinafter referred to as LAND OWNER.

RECLAMATION DISTRICT 2035, a political subdivision
of the State of California, hereinafter referred to as DISTRICT.

THE CITY OF WOODLAND, a municipal corporation,
hereinafter referred to as CITY.

THE COUNTY OF YOLO, a political subdivision of
the State of California, hereinafter referred to as COUNTY.

RECITALS:

1. INVESTMENT OPERATING CORPORATION, a corpora-
tion; is the owner of a large tract of land lying East of the
CITY OF WOODLAND on and across which land it is proposed to
provide for the easement and drainage facilities hereinafter
referred to.

2. RECLAMATION DISTRICT 2035 is a reclamation
district organized under the Reclamation District Law of the
State of California maintaining facilities in the area and
including the land owned by INVESTMENT OPERATING CORPORATION.

3. The CITY OF WOODLAND and the COUNTY OF YOLO
have recently entered into a compromise agreement resolving
certain litigation to which CITY and COUNTY as well as WOODLAND
BY-PRODUCTS COMPANY and the SACRAMENTO SAN JOAQUIN DRAINAGE
DISTRICT acting by and through the RECLAMATION BOARD of the
State of California were parties pursuant to which compromise
settlement the SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
acting by and through the RECLAMATION BOARD of the State of
California will construct a new levee on land owned by WOODLAND

-1-

XEROX
COPY

BY-PRODUCTS COMPANY which new levee will connect to an existing levee maintained by the SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT and lying within the lands of LAND OWNER and DISTRICT. As a result of the construction of the new levee, it will become necessary for CITY and COUNTY to develop new and additional facilities to handle the storm drainage collected by the storm drainage ditches paralleling existing roads of COUNTY.

4. It is the purpose of this agreement to make provision for a means for the transmission of the storm drainage waters of CITY and COUNTY through a drainage canal of DISTRICT across the property of LAND OWNER by which means the said storm drainage waters will be ultimately transmitted to the Tule Canal.

AGREEMENT:

1. DISTRICT and LAND OWNER agree to grant and do hereby grant to CITY and COUNTY a license for a term of twenty (20) years from the date hereof, to enter upon the lands of DISTRICT and LAND OWNER for the construction, improvement, maintenance, and repair of a drainage canal for the transmission of storm drainage water, said canal to be located as shown on the plans, cross-sections, profile grade and alignment all of which plans are marked EXHIBIT "A", attached hereto, and hereby incorporated by reference, said license to be subject to the terms and conditions hereinafter set forth. In addition to the license for construction and maintaining a canal as herein provided, DISTRICT and LAND OWNER grant to CITY and COUNTY a license to discharge storm drainage water into said drainage canal through the property of DISTRICT and LAND OWNER commonly known as the Cache Creek Settling Basin during those times which said lands have been historically subject to overflow from the waters of Cache Creek.

All water released into the Settling Basin and into the said canal shall conform to the quality standards

applicable in such cases under any State law or regulation, or under the ordinance or regulation of any regional or local agency having jurisdiction over such releases of drainage waters.

2. As sole consideration for the license herein granted, which consideration is acknowledged by DISTRICT and OWNER to be adequate, CITY and COUNTY agree to construct a drainage canal in conformity with the plans, cross-sections, profile grade and alignment, which plans are EXHIBIT "A" hereto, the construction of the canal, however, to be staged in the manner provided in the schedule which is EXHIBIT "B" hereto, subject to the following:

- (a) It is recognized that the cost of construction of the proposed drainage canal as shown in EXHIBIT "A" would be beyond the financial capacity of either CITY or COUNTY, or both CITY and COUNTY, in any single fiscal year so that construction must be staged, and may be staged over a period of seven (7) years.
- (b) The maintenance road South of the drainage canal shall be completed first.
- (c) All excavation required for the prosecution of any portion of the work shall be confined, as nearly as practicable, to areas which will be occupied by the canal in its ultimate location.
- (d) All excavated spoil shall be deposited in such a manner as to contribute to the final location of levees and depressed areas requiring filling, in order to conform to the final plans as shown in EXHIBIT "A".

This will apply at all stages of initial construction, later enlarging, and subsequent routine cleaning and maintenance. Spoil shall not, in any event, be stock piled in excess of 3 feet above natural ground.

- (e) DISTRICT and LAND OWNER will make available borrow material from adjacent areas for the purpose of filling depressions, insofar as this can be accomplished without substantial interference with LAND OWNER'S agricultural practices, or the functioning of DISTRICT.
- (f) Consistent with paragraph (b) hereof, CITY and COUNTY will construct and maintain a roadway on each side of the canal, as said canal is constructed in its ultimate location.
- (g) CITY and COUNTY shall install drainage pipes at such locations as are designated in the plans which are part of EXHIBIT "A" hereto, the drainage pipes to be of the size and quality specified in EXHIBIT "A".
- (h) CITY and COUNTY will make necessary applications to obtain permission for the installation of additional pipe or pipes through the West levee of the Yolo By-Pass at such time as the existing pipes are no longer sufficient for the transmission of the drainage waters in said canal through the By-Pass levee, and shall install such pipes together with necessary control device, diversion boxes, and all necessary appurtenances, the cost of installation of said pipe to be borne by CITY and COUNTY.

- (i) To the extent that any portion of the proposed drainage canal or maintenance roadway falls within the Sacramento Northern Railroad right-of-way, CITY and COUNTY will acquire at their expense such rights-of-way as may be necessary from the railroad in order to complete the project and to maintain the drainage canal as shown in the plans which are EXHIBIT "A" hereto; provided that DISTRICT and LAND OWNER will cooperate with CITY and COUNTY in asserting against the Railroad any prescriptive rights held by DISTRICT and/or LAND OWNER.
- (j) While construction is in progress, CITY and COUNTY shall be permitted to use the existing drainage canal for the transmission of the storm drainage waters herein referred to, CITY and COUNTY at their sole cost and expense to make such enlargements and to install such additional facilities as may be required for the use of the existing drainage canal. With regard to CITY and COUNTY'S use of the existing drainage canal, CITY and COUNTY shall take all steps necessary to prevent an overload of LAND OWNER'S and DISTRICT'S irrigation system. To the extent possible LAND OWNER and DISTRICT shall give CITY and COUNTY reasonable notice of any threatened overload to the system in adequate time for CITY and COUNTY to take remedial action.

(k) Except as provided in subparagraph (h), once the construction of the drainage canal as depicted in EXHIBIT "A" has been completed, and all facilities installed in connection therewith, nothing in this agreement shall require CITY and COUNTY to make any additional cuts in the levees or maintenance roadways for the installation of additional irrigation or drainage pipes; any such additional cuts as may be desired by LAND OWNER or DISTRICT shall be made at the sole cost and expense of LAND OWNER or DISTRICT, the party installing such additional pipe to be responsible for the complete restoration of the levee and/or roadway.

3. The license herein granted is non-exclusive, it being recognized by the parties that the drainage canal herein proposed to be improved is required for the drainage and irrigation of lands of DISTRICT and LAND OWNER. Any similar license, however, which DISTRICT and/or LAND OWNER may see fit to grant to Third Parties shall be subject to and subordinate to all the provisions of this agreement.

4. CITY and COUNTY shall maintain the canal and maintenance roadways free of brush and trees. Neither the CITY nor the COUNTY shall maintain the Railroad levee.

5. CITY and COUNTY shall keep the canal sufficiently free of soil deposit so as not to impair either the drainage capacity or the irrigation capacity of the canal.

6. In the event that the construction of the canal as provided in EXHIBIT "A" hereto is not completed within seven (7) years of the date of this agreement, the license herein granted shall cease and terminate.

7. To the extent that performance of any covenant or condition of this agreement is prohibited by any superior governmental agency whose jurisdiction over flood control and drainage in the area is paramount to that of the parties hereto; then each of the parties is relieved of any obligation with regard to such prohibited performance.

8. If at any time during the term of this license, or within two (2) years after the expiration thereof, CITY and/or COUNTY should proceed with the taking by eminent domain of easements of substantially the same character as the license herein granted, then DISTRICT and OWNER agree that neither shall be entitled to any compensation directly attributable to the improvements placed on said property by CITY and COUNTY pursuant to this agreement.

DATED: November 1, 1971

INVESTMENT OPERATING CORPORATION,
a corporation

By [Signature]
LAND OWNER

RECLAMATION DISTRICT 2035, a political
subdivision of the State of California

By E. L. H. [Signature]
DISTRICT

THE CITY OF WOODLAND
corporation

By [Signature]
CITY

THE COUNTY OF YOLO, a political sub-
division of the State of California

By [Signature]
COUNTY

(EXHIBIT A FILED IN CLEPK'S OFFICE)
(AND PLACED IN MAP FILE CABINET.)

STAGE CONSTRUCTION SCHEDULE
FOR CONSTRUCTION OF PROPOSED
DRAINAGE CANAL

CALENDAR YEAR	CONSTRUCTION
1971	A. Excavate canal to establish continuity of drainage over entire route (not necessarily to final grade or dimension). Spoil to be deposited on south side and leveled off. B. Extend farm drainage pipes to canal alignment as construction makes it necessary.
1972	A. Broaden and deepen canal (not necessarily to final grade or dimension). Spoil to be deposited on south side and leveled off. South side to be leveled to make vehicular passage possible. B. Extend farm drainage pipes to canal alignment as construction makes it necessary. C. Install combination screwgate and flap gate on culver under road-way ramp going west from west levee of the Yolo By-Pass near drainage canal. D. Install screwgates on the twin drain pipes under the highway just east of the west levee of the Yolo By-Pass at which point the Cache Creek Settling Basin drainage joins the District irrigation system.
1973	A. Broaden, deepen and realign canal where necessary. Spoil to be deposited on south side and leveled off. Vehicular passage to be maintained. B. Construct emergency by-pass channel to City owned 48" dia. drain pipe through the west levee of the Yolo By-Pass north of the twin 48" dia. drain owned by the Reclamation District.

1974

- A. Clean canal as necessary, deposit spoil on south side and level off.
- B. Fill on north side of canal as borrow material is available. Realign roadway if possible.

1975

- A. Broaden and deepen canal as necessary, deposit on south side and level off where necessary. Surplus spoil to be deposited on north side and leveled off.

1976

- A. Fill on north side of canal as borrow material is available. Realign roadway if possible.

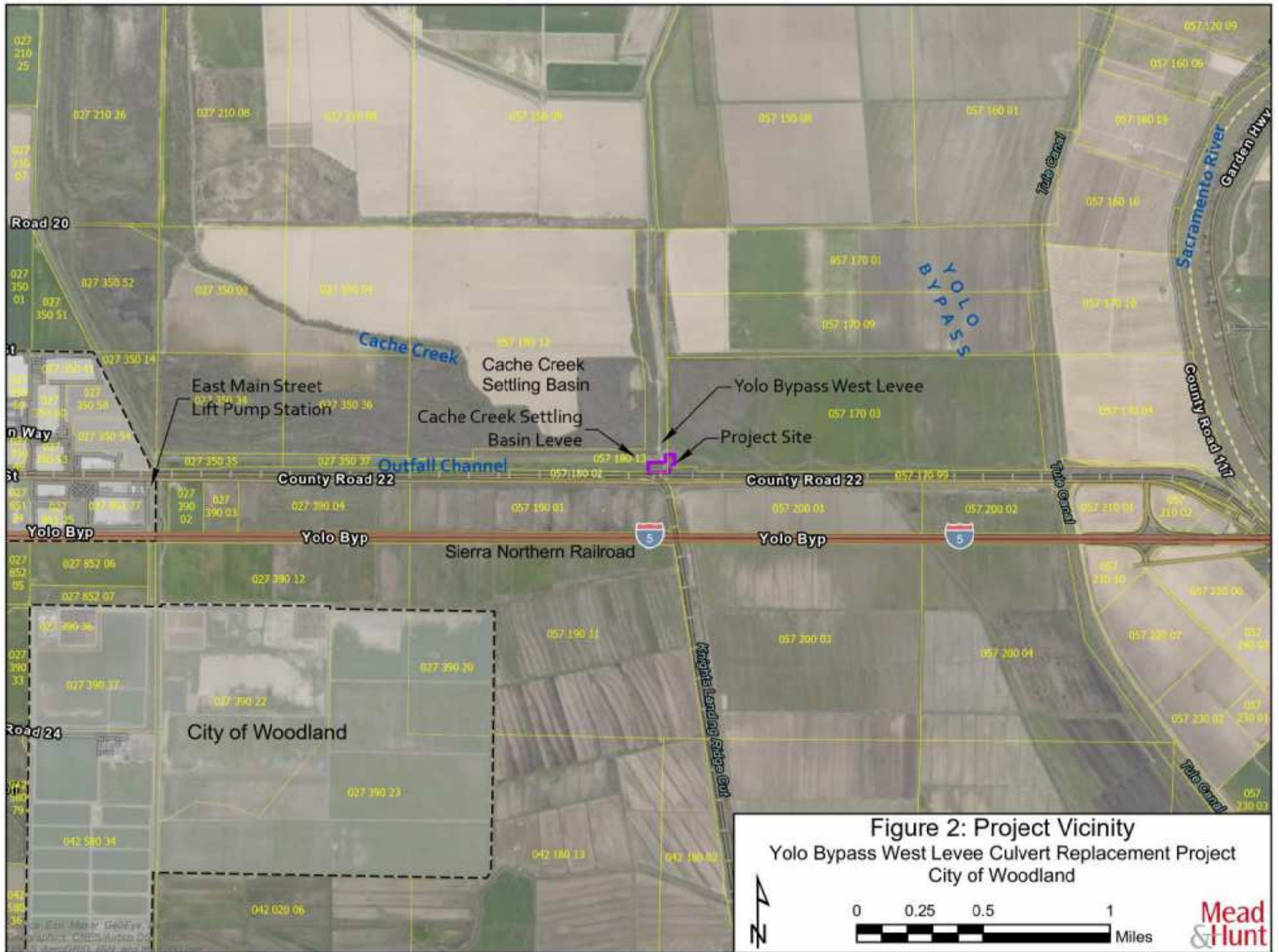
1977

- A. Clean and construct canal to final dimension if not already completed. Complete fill on south side where necessary and maintain roadway.
- B. Complete fill on north side of canal and place roadway in final alignment.

NOTE:

It is to be understood that any of the above items may be accomplished prior to the date indicated if it becomes practical to do so.

Exhibit B



COST PROPOSAL

FOR

City of Woodland
On-Call Professional Municipal Engineering Services
CIP 20-06, Yolo Bypass West Levee Culvert Replacement Project

From:



Approved: _____

Date: 2/18/2022

To:

City of Woodland

2/18/2022

Basis For Estimate

- 1 WSP Task Order contract expected to start **May 2022 and end in November 2022.**
- 2 Construction expected to begin **May 2022 and end November 2022.**
- 3 Based on half time inspection and CM/administrative support as identified in this proposal.
- 4 QA level material testing and surveying services.
- 5 Rate escalations of 3.5% occur annually (with concurrence) in January and are included in this proposal.
- 6 WSP will utilize our Sacramento Office for this work. No field office needed.
- 7 Based on available Plans, Specifications and Permits.

COST PROPOSAL SUMMARY

1) BURDENED LABOR COSTS (Includes Profit)

REGULAR TIME	\$103,336	
OVERTIME	\$0	
PREMIUM TIME	\$0	
SUBTOTAL		\$103,336 Est.

2) SUBCONSULTANTS:

QA Material Testing (Blackburn Consulting)	\$35,000 Est
QA Surveying (Laugenour & Meikle)	\$15,000 Est

3) MISCELLANEOUS EXPENSES

\$10,774	
SUBTOTAL	\$10,774

TOTAL CONTRACT AMOUNT: \$164,109.65

4) ADDITIONAL SERVICES (None)

WSP STAFFING SCHEDULE
(REGULAR TIME HOURS - ENTIRE TEAM)

YEAR:			2022												2023								
PRECONSTRUCTION																							
CONSTRUCTION																							
POSTCONSTRUCTION																							
MONTH:			J	F	M	A	M	J	J	A	S	O	N	D	J	J	A	S	O	N	D	TOTAL HOURS	
POSITION	NAME	FIRM	1	2	3	4	5	6	7	8	9	10	11	12	6	7	8	9	10	11	12		
Project Manager/RE	Bob Nichols, CCM	WSP					8	8	8	8	8	8	16									64	
Certificatiopn Manager	Mark Winter, PE	WSP					4	4	4	4	4	4	24									48	
Intern	TBD	WSP																				0	
Project Administration	Kavleen Kaur	WSP					1	1	1	1	1	1	1									7	
Senior Inspector*	Bo Peterson	WSP					80	80	80	80	80	80	80									560	
Inspector*	Taiwo Gray	WSP																				0	
																						679	

**WSP LABOR COSTS
 (REGULAR TIME)**

			2022			2023		
			TOTAL HRS	BURDENED RATE	BURDENED WAGE COST	TOTAL HRS	BURDENED RATE	BURDENED WAGE COST
Project Manager/RE	Bob Nichols, CCM	WSP	64	\$223	\$14,272	0	\$231	\$0
Certificatiopn Manager	Mark Winter, PE	WSP	48	\$258	\$12,384	0	\$267	\$0
Intern	TBD	WSP	0	\$49	\$0	0	\$51	\$0
Project Administration	Kavleen Kaur	WSP	7	\$120	\$840	0	\$124	\$0
Senior Inspector*	Bo Peterson	WSP	480	\$158	\$75,840	0	\$164	\$0
Inspector*	Taiwo Gray	WSP	0	\$156	\$0	0	\$161	\$0
	TOTALS:		599		103,336	0		0

Total **\$103,336**

WSP STAFFING SCHEDULE
(OVERTIME HOURS - ENTIRE TEAM)

YEAR:			2022													
PRECONSTRUCTION																
CONSTRUCTION																
POSTCONSTRUCTION																
MONTH:			J	F	M	A	M	J	J	A	S	O	N	D	TOTAL HOURS	
POSITION	NAME	FIRM	6	7	8	9	10	11	12	1	2	3	4	5		
Project Manager/RE	Bob Nichols, CCM	WSP													0	
Intern	TBD	WSP													0	
Project Administration	Kavleen Kaur	WSP													0	
Senior Inspector*	Bo Peterson	WSP													0	
Inspector*	Taiwo Gray	WSP													0	

**WSP LABOR COSTS
 (OVERTIME)**

			2022		
			TOTAL HRS	BURDENED RATE	BURDENED WAGE COST
Project Manager/RE	Bob Nichols, CCM	WSP	0	\$215	\$0
Certificatiopn Manager	Mark Winter, PE	WSP	0	\$249	\$0
Intern	TBD	WSP	0	\$47	\$0
Project Administration	Kavleen Kaur	WSP	0	\$116	\$0
Senior Inspector*	Bo Peterson	WSP	0	\$195	\$0
Inspector*	Taiwo Gray	WSP	0	\$186	\$0
	TOTALS:		0		0

WSP ESTIMATED MISCELLANEOUS EXPENSES

		UNIT	QTY	UNIT COST (\$)	SUBTOTAL (\$)	TOTAL (\$)
A) FIELD COSTS						
(Includes vehicles lease and O & M; mobile phones; digital cameras; video recorder; field, survey and safety equipment.)						
Total Hours for Field CM Staff						
Project Manager/RE	Bob Nichols, CCM	Hours	64	\$14	\$896	
Certificatiopn Manager	Mark Winter, PE	Hours	48		\$0	
Intern	TBD	Hours	0		\$0	
Project Administration	Kavleen Kaur	Hours	7		\$0	
Senior Inspector*	Bo Peterson	Hours	560	\$14	\$7,840	
Inspector*	Taiwo Gray	Hours	0	\$14	\$0	
						\$8,736
B) OFFICE COSTS						
Computers		Hour	679	\$0.35	\$238	
Miscellaneous Supplies		Month	6	\$250	\$1,500	
Printing		Month	6	\$50	\$300	
						\$2,038
TOTAL DIRECT EXPENSES						\$10,774



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 **phone**
916.564.4501 **fax**

www.esassoc.com

February 23, 2022

Tim Busch, Principal Utilities Civil Engineer
City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

Subject: Proposal for Yolo Bypass West Levee Culvert Replacement Project

Dear Mr. Busch:

Environmental Science Associates (ESA) is pleased to submit this proposal for environmental services for the Yolo Bypass West Levee Culvert Replacement Project (Project), located in the City of Woodland, California. ESA understands that the City of Woodland (City) is a participant of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP, 2018). This proposal includes a scope of work and cost estimate for plans, preconstruction surveys and monitoring requirements associated with the HCP/NCCP avoidance and mitigation measures (AMMs) specific to the Project, Project permit conditions, and mitigation monitoring program measures.

The Project site is located at Latitude 38.67754°, Longitude -121.672873°. The Project is limited to removal of three existing 48-inch culverts (Culverts 1, 2, and 3) and construction of a single cast-in-place concrete culvert to replace. The total construction area including access and staging areas is approximately 3 acres. The Project elements include clear and grub, staging areas, a coffer dam construction and dewatering, a temporary bypass system if flows are higher than expected, excavation and demolition, culvert construction, and cleanup and restoration. The Project is expected to be completed during a six-month construction period.

Scope of Work

Task 1 – Restoration Plan

ESA will prepare a brief (under 20 pages) Restoration Plan to satisfy Conditions 2.10 and 2.15 of the Streambed Alteration Agreement. The Restoration Plan will include a palette of native species suitable for establishing cover, soil stability, and compatibility with surrounding habitat types. Two comment-response cycles (draft and final) are assumed.

Deliverables:

- *One (1) Draft and one (1) Final Restoration Plan*



Mr. Busch
February 23, 2022
Page 2

Task 2 – Giant Garter Snake Relocation Plan

ESA will prepare a brief (less than 20 pages) GGS Relocation Plan to satisfy BIO-9 and AMM-15. The GGS Relocation Plan must be approved by the Conservancy prior to work in giant garter snake habitat. Two comment-response cycles (draft and final) are assumed.

Deliverables:

- *One (1) Draft and one (1) Final Giant Garter Snake Relocation Plan*

Task 3 – Worker Environmental Awareness Training

A qualified ESA biologist will present a worker environmental awareness program (WEAP) training in a pre-recorded video presentation approved by the Conservancy. 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 federal Endangered Species Act and NCCPA permits. Species will include giant garter snake, western pond turtle, and migratory birds and birds of prey including Swainson's hawk, white-tailed kite, burrowing owl, least Bell's vireo, and tricolored blackbird. This task assumes that one (1) in-person training or video meeting will be performed, and a video presentation will be provided to other newly-arriving crew members in lieu of in-person WEAP trainings thereafter.

Deliverables:

- *WEAP video (digital format) to the City*

Task 4 – Notifications and CNDDDB Forms

ESA will provide draft email notifications to the City according to Streambed Alteration Agreement Conditions 3.1 and 3.2. California Natural Diversity Database (CNDDDB) field survey forms will be submitted for rare species observations in accordance with SAA Condition 3.3. It is assumed that 3 CNDDDB forms may be needed through the construction phase.

Deliverables:

- *Two (2) draft email notifications to the City to be used for project initiation and completion*
- *CNDDDB field survey forms to be submitted to CDFW, as needed*



Mr. Busch
February 23, 2022
Page 3

Task 4.1 – Preconstruction Nesting Bird Survey

Qualified ESA biologists will conduct a general nesting migratory bird survey and protocol-level preconstruction surveys during the 2 recommended survey periods for the nesting season that coincide with the commencement of construction activities, in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Recommended Timing) (Swainson's Hawk Technical Advisory Committee, 2000). The Recommended Timing states that surveys should be complete for at least 2 survey periods immediately prior to the project's initiation. Survey periods include: 1) January through March 20 (all day); 2) March 20 to April 5 (sunrise to 10 am and 4 pm to sunset); 3) April 5 to April 20 (sunrise to 12 pm or 4:30 pm to sunset); and 4) April 21 to June 10, but only for monitoring known nest sites observed during previous survey periods. ESA assumes that no active Swainson's hawk or white-tailed kite nests will occur in trees proposed for removal or pruning. ESA could provide agency coordination if an active nest occurs within 1,320 feet of construction and a reduced buffer is necessary following receipt of a contract modification. ESA assumes that the 2 surveys will be sufficient in confirming presence or absence of nesting activity prior to commencement of construction. If additional consultation or monitoring is required, these services may be provided on a time-and-materials basis.

Qualified ESA biologists will conduct one visual survey to verify presence or absence of burrowing owls within 500 feet around the project site, where access is permitted. This survey will be completed in conjunction with the general migratory bird survey. In addition, ESA will conduct preconstruction surveys within 24 hours prior to start of ground disturbing activities. The results of the preconstruction surveys will be documented in a letter report. This task assumes that no burrowing owls will be observed within 500 feet of the project footprint. If burrowing owls are observed within 500 feet, an Avoidance, Minimization, and Monitoring Plan is required or if an active nest is identified within the footprint and would be destroyed, a Mitigation Plan is required. ESA can conduct this work on a time-and-materials basis if required.

Qualified ESA biologists will conduct one nesting least Bell's vireo survey to verify presence or absence of active nests within 500 feet around the project site, where access is permitted. This survey will be completed in conjunction with the general migratory bird survey. In addition, ESA will conduct preconstruction surveys within 24 hours prior to start of ground disturbing activities. The results of the preconstruction surveys will be documented in a letter report. This task assumes that no least Bell's vireo nests will be observed within 500 feet of the project footprint. If a least Bell's vireo nest is observed within 500 feet of the project footprint, then additional consultation and monitoring may be required. These services may be provided on a time-and-materials basis.

Qualified ESA biologists will check records maintained by the Conservancy to determine if tricolored blackbird nesting colonies have been active in or within 1,320 feet of the project footprint during the previous 5 years. If no records occur, ESA will conduct visual surveys to determine if an active colony is present between March 1 and



Mr. Busch
February 23, 2022
Page 4

July 30. This task assumes that no active colony is present within the last 5 years and will be based on negative survey findings within 1,320 feet of the project footprint. Coordination with the Conservancy, USFWS, and CDFW is required to request a reduced buffer if a nesting colony is observed within the 1,320-foot buffer. If required, ESA can provide these additional services on a time-and-materials basis.

Deliverables: One letter report (electronic) documenting the pre-construction surveys within the recommended timing to the City

Task 6 – Preconstruction Giant Garter Snake and Western Pond Turtle Surveys

ESA qualified biologists will conduct clearance surveys for giant garter snake (GGS) using USFWS (1997) protocol within 24 hours prior to construction activities. This survey will also serve as a pre-construction survey for western pond turtle (WPT). If construction activities stop for 14 days or more, another preconstruction survey will be required within 24 hours of resuming construction activities. The results of the survey will be documented in a letter report within 14 days of the clearance survey. ESA assumes up to 3 days of clearance surveys: 1 day associated with the initial ground disturbance and dewatering, and 2 additional and optional days in the event that construction lapses for more than 14 days.

This task assumes that there is a likelihood of GGS and WPT within the disturbance area and that full-time monitoring will be necessary during initial ground disturbance and setup of dewatering activities. Therefore, qualified ESA biologists will monitor all initial ground disturbing activity for GGS and WPT and will move any individuals, eggs, or hatchlings out of harm's way, if present. If construction does not commence within 14 days, or halts for more than 14 days, an additional survey is required prior to starting work. The results of the preconstruction surveys and monitoring will be documented in a report within 14 days of the monitoring. This scope assumes up to 3 preconstruction surveys and up to 5 days of monitoring for ground disturbance and dewatering.

Deliverables:

- *GGS and WPT report (electronic) to the City*

Task 7 – Buffer Zones Support

After pre-construction surveys are completed, ESA will provide the City with information including maps and coordinates for any necessary buffer zones. One (1) field visit to review the information onsite with construction personnel is assumed. If exclusion fencing is necessary, ESA will check the temporary fencing during weekly monitoring (see **Task 5**, below) and throughout the duration of the project to ensure that fencing is maintained and effective. ESA will prepare an inspection form as a template to document the work associated with Tasks 1 and 2. This task also satisfies AMM 9 Implementation and AMM 10 Implementation. ESA assumes up to 10 fence inspections.



Mr. Busch
February 23, 2022
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Deliverables:

- *Maps and geoinformation of buffers (electronic) to the City*

Task 8 – Biologist Approvals and Monitoring Forms

Any biological work will be performed by qualified biologists approved by Yolo HCP/NCCP. ESA will compile biologist qualifications for submittal and approval under the HCP/NCCP. ESA will also develop a specific inspection form for use in standardization of compliance monitoring reporting and semi-automation of summary data or any other necessary reporting. The inspection form will include applicable measures that need to be checked and tracked for reporting.

Deliverables:

- *Compiled biologist qualifications to the City*
- *Inspection form template (electronic) to the City*

Task 9 – Compliance Monitoring and Weekly Construction Coordination

ESA will provide both full-time compliance monitoring and weekly spot checks as necessary. Weekly construction coordination is assumed, either during a scheduled weekly meeting or directly between ESA and the City or their construction contractor. Full time monitoring is assumed during initial ground disturbance and during dewatering set up, for a total assumed duration of 10 working days. Spot monitoring is assumed weekly during the remainder of the 22 week work window identified in the Streambed Alteration Agreement. Each inspection event or site visit (full-time or spot monitoring, or an emergency on-call need) will be represented by a single inspection form for that day.

Deliverables:

- *Inspection forms (electronic) for each site inspection event to the City*

Task 10 – On-call Qualified Biologist for Trapped Wildlife

A qualified ESA biologist will conduct site visits as needed to remove and release any wildlife found trapped in open holes or trenches during routine inspections conducted by crew members. This scope assumes up to 12 hours of on-call biological work to address trapped wildlife.

Deliverables:

- *Inspection forms (electronic) as needed to the City*



Mr. Busch
February 23, 2022
Page 6

General Assumptions:

- Any biological work will be performed by qualified biologists approved by Yolo HCP/NCCP.
- ESA will combine surveys where feasible. It is assumed that these surveys will not result in new species detections where noted.
- ESA assumes that ground-breaking activities would commence as early as May 1, 2022 and will end on November 1, 2022.
- The City will provide ESA with access to the project site.
- The City will provide ESA with updated schedules within 5 days prior to modification of work activities.

Costs

The estimated costs for completing Tasks 1-10 is summarized in the table below and a detailed spreadsheet is included as an attachment.

Task	Cost
1. Restoration Plan	\$5,140
2. Giant Garter Snake Relocation Plan	\$4,100
3. Worker Environmental Awareness Training	\$3,860
4. Notifications and CNDDB Forms	\$2,740
5. Preconstruction Nesting Birds Survey	\$5,920
6. Preconstruction Giant Garter Snake and Western Pond Turtle Surveys	\$3,860
7. Buffer Zones Support	\$2,050
8. Biologist Approvals and Monitoring Forms	\$4,740
9. Compliance Monitoring and Weekly Construction Coordination	\$37,000
10. On-call Qualified Biologist for Trapped Wildlife	\$2,040
<i>Reimbursable/Equipment Expenses</i>	<i>\$4,284</i>
Total	\$77,877



Mr. Busch
February 23, 2022
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Thank you for the opportunity to present this proposal. We are prepared to begin work immediately upon receipt of a signed agreement or notice to proceed. Should you need additional information or have any questions, please do not hesitate to call me at (661) 886-8088.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Trow", is positioned above the printed name.

Jeff Trow
Principle Biologist

**Table 1: Cost Proposal for Yolo Bypass West Levee Culvert Replacement
ESA Labor Detail and Expense Summary**

Employee Names		2021 Employee Billing Rates																						
Labor Category		Jon Waggoner					Jeff Trow					Eryn Pimentel					Joseph Huang							
		Senior Director III	Senior Director II	Senior Director I	Director III	Director II	Director I	Managing Associate III	Managing Associate II	Managing Associate I	Senior Associate III	Senior Associate II	Senior Associate I	Associate III	Associate II	Associate I	Subtotal	Project Technician III	Project Technician II	Project Technician I	Subtotal	Total Hours	Labor Price	
Task #	Task Name/Description	\$ 325	\$ 300	\$ 275	\$ 260	\$ 245	\$ 225	\$ 220	\$ 205	\$ 190	\$ 185	\$ 170	\$ 160	\$ 145	\$ 135	\$ 115		\$ 130	\$ 110	\$ 90				
1.0	Restoration Plan				1			16				8					\$ 5,140				\$ -	25.00	\$ 5,140	
2.0	Giant Garter Snake Relocation Plan				1			2				20					\$ 4,100				\$ -	23.00	\$ 4,100	
3.0	Worker Environmental Awareness Training				1			4				16					\$ 3,860				\$ -	21.00	\$ 3,860	
4.0	Notifications and CNDDB Forms				1			2				12					\$ 2,740				\$ -	15.00	\$ 2,740	
5.0	Preconstruction Nesting Bird Surveys				2			6				24					\$ 5,920				\$ -	32.00	\$ 5,920	
6.0	Preconstruction Giant Garter Snake and Western Pond Turtle Surveys				1			4				16					\$ 3,860				\$ -	21.00	\$ 3,860	
7.0	Buffer Zones Support				0.5			1				10					\$ 2,050				\$ -	11.50	\$ 2,050	
8.0	Biologist Approvals and Monitoring Forms				1			8				16					\$ 4,740				\$ -	25.00	\$ 4,740	
9.0	Compliance Monitoring and Weekly Construction Coordination				6			22				180					\$ 37,000				\$ -	208.00	\$ 37,000	
10.0	On-call Qualified Biologist for Trapped Wildlife											12					\$ 2,040				\$ -	12.00	\$ 2,040	
																	\$ -				\$ -	-	\$ -	
Total Hours					15			65				314					394				0	394		
Total Labor Costs		\$ -	\$ -	\$ -	\$ 3,770	\$ -	\$ -	\$ 14,300	\$ -	\$ -	\$ -	\$ 53,380	\$ -	\$ -	\$ -	\$ -	\$ 71,450	\$ -	\$ -	\$ -	\$ -		\$ 71,450	
Percent of Effort - Labor Hours Only		0.0%	0.0%	0.0%	3.7%	0.0%	0.0%	16.5%	0.0%	0.0%	0.0%	79.8%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%		
Percent of Effort - Total Project Cost		0.0%	0.0%	0.0%	4.8%	0.0%	0.0%	18.4%	0.0%	0.0%	0.0%	68.5%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%		91.7%	

ESA Labor Cost		\$	71,450
Labor Cost Communication Fee	3%	\$	2,144
ESA Non-Labor Expenses			
Reimbursable Expenses	(see Attachment A for detail)	\$	4,284
ESA Equipment Usage	(see Attachment A for detail)	\$	-
Subtotal ESA Non-Labor Expenses		\$	4,284
Subconsultant Costs	(see Attachment B for detail)	\$	-

PROJECT TOTAL	\$ 77,877
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Attachment A

Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses

Project Supplies	\$ -
Printing/Reproduction	\$ -
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 3,725
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
-	\$ -
-	\$ -
-	\$ -
Subtotal Reimbursable Expenses	\$ 3,725
15% Fee on Reimbursable Expenses	\$ 559
Total Reimbursable Expenses	\$ 4,284

ESA Equipment Usage

General Equipment:

Company Vehicle Usage	\$ -
HP Plotter	\$ -
Computer Time (GIS)	\$ -
Trimble GPS	\$ -
Tablet GPS	\$ -
Laser level	\$ -
Garmin GPS or equivalent	\$ -
Laptop Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electrofisher	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Traps	\$ -
Digital Planimeter	\$ -
Cameras/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Stilling Well/Coring Pipe (3 inch aluminum)	\$ -

Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:

Culvert Flow Meter	\$ -
Logging Rain Gage	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level Logging-Stainless Steel Pressure Transducer	\$ -
Logging Water Level -Titanium Pressure Transducer	\$ -
Logging Barometric Pressure Logger	\$ -
Well Probe	\$ -
Bottom-Mounted Tripod / Mooring	\$ -

Water Quality Equipment:

Logging Turbidimeter/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Hand-Held Conductivity/Dissolved Oxygen Probe	\$ -

Sedimentation / Geotechnical Equipment:

Peat Corer	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibra-core	\$ -
Shear Strength Vane	\$ -
Auger (brass core @ \$ 5/each)	\$ -

Boats:

14 foot Aluminum Boas with 15 HP Outboard Motor	\$ -
Single or Double Person Canoe	\$ -
17' Boston Whaler w/ 90 HP Outboard	\$ -

Total Equipment Usage Costs	\$ -
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Standard Monitoring Agreement

Between

Yocha Dehe Wintun Nation

~~a~~And the

~~——~~City of Woodland

This MONITORING AGREEMENT ("Agreement") is made and entered into as of _____, _____, by and between the **Yocha Dehe Wintun Nation**, a federally recognized Indian tribe ("Yocha Dehe" or "Tribe") on the one hand, and ~~——(the City of Woodland (hereinafter "ContractorCity"))~~ on the other hand. Yocha Dehe and ~~ContractorCity~~ are collectively referenced hereinafter as the "Parties".

I. RECITALS

A. **Subject Matter:** This Agreement concerns the use ~~and/or development~~ of real property located within the area of ~~——, the Yolo Bypass West Levee at its intersection with the City's Storm Drainage Outfall Channel located 300 feet north of County Road 22,~~ and which is the subject of ~~development—infrastructure replacement~~ by ~~ContractorCity~~. The ~~development—infrastructure replacement~~ is commonly known as ~~——, the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06,~~ hereinafter referenced as the "Project" and is described in Attachment I of this Agreement. As used herein, the Area of Potential Effect (or APE) includes ~~——replacement of existing drainage culverts by excavating 200 feet of the Yolo Bypass West Levee as shown in Figure 2 of Attachment I of this Agreement.~~

B. **Purpose:** The purpose of this Agreement is to establish fee schedules and terms for the use of Yocha Dehe tribal monitors for the Project; establish protocols for the relationship between Yocha Dehe and the ~~ContractorCity~~; formalize procedures for the treatment of Native American human remains, grave goods, ceremonial items and any cultural artifacts, in the event that any are found in conjunction with the Project's ~~development~~, including archaeological studies, excavation, geotechnical investigations, grading and any ground disturbing activity. This Agreement is entered into as mitigation under the California Environmental Quality Act ("CEQA") and/or the National Environmental Policy Act ("NEPA") and Section 106 of the National Historic Preservation Act ("Section 106"), and any such mitigation may be a condition of approval for said Project.

C. **Cultural Affiliation:** The Tribe traditionally occupied, and can trace its historical ties to, land in the Project's Area of Potential Effect ("APE" or "Project Area"). The Project is within the boundaries of the Yocha Dehe Linguistic Territory. Thus, cultural resources identified in the APE are related to the history and tradition of the Yocha Dehe Wintun Nation and Patwin speaking peoples. Yocha Dehe has designated its Cultural Resources Department to act on its behalf with respect to the provisions of this Agreement. Any Native American human remains, grave goods, ceremonial items, and cultural items or artifacts that are found in conjunction with the ~~development of this~~ Project shall be treated in accordance with the Provisions of this Agreement.

II. TERMS

A. **Incorporation of Recitals:** All of the foregoing recitals are accurate and are incorporated in this Agreement by reference.

B. Term: This Agreement shall be effective as of the date of execution and it shall remain in effect until the Project's completion.

C. Scope of Services and Specifications: Given the nature and sensitivity of archaeological sites and cultural resources that are or may be within the Project area (a map of which is shown and attached hereto as Attachment I). Yocha Dehe shall provide tribal monitoring and consultation for the Project during the archaeological investigations and all ground disturbing activities required for the Project. Yocha Dehe monitors will work in collaboration with the archaeologists, inspectors, project managers and other consultants hired/employed by the ~~Contractor~~City.

D. Fee Schedule:

The fee schedule for the use of Yocha Dehe Wintun Nation monitors and staff is as follows;

Native American Monitoring	\$65.00 hourly rate (per monitor)
Native American Monitoring-Hazwoper	\$100.00 hourly rate (per monitor)
Tribal Historic Preservation Officer/ Cultural Resources Director (4 hour minimum)	\$200.00 (per hour)
Tribal Executives (4 hour minimum)	\$200.00 (per hour)
Cultural Resources Manager (4 hour minimum)	\$175.00 (per hour)
Overtime (over 8 hrs in a day)	\$112.50 hourly rate (per monitor)
Weekend and Holiday Hours	\$112.50 hourly rate Saturday; and \$150.00 hourly rate Sunday and Holiday
Cultural Sensitivity Training	\$250.00 one time charge
Administrative Fee	15% of Invoice

Yocha Dehe's monitors will bill for time spent traveling to and from any Project site. In addition, Yocha Dehe shall be reimbursed for all costs associated with travel to and from the Project. Eligible items for cost reimbursement shall include, but not be limited to, mileage (or fuel purchases, at the submitter's election), hotel, and per diem (GSA rate).

E. Coordination with County Coroner's Office. In the event human remains are discovered on or near the Project site during ~~construction~~its development, ~~Contractor~~City shall immediately contact the Coroner, the Yocha Dehe Cultural Site Protection Manager, the Cultural Resources Manager, Cultural Committee Chairman, the Tribal Chairman and/or the Yocha Dehe Cultural Resources Director. In order to facilitate this Agreement's implementation, the appropriate County Coroner's Office shall be provided a copy of this Agreement either before any earth disturbing

activities or upon request of the Tribe. Yocha Dehe agrees to provide ContractorCity the needed contact information in order to comply with this provision. The Coroner shall be asked by the ContractorCity to determine if the remains are (1) human, (2) prehistoric, and further, the ContractorCity shall request the Coroner notify the State of California's Native American Heritage Commission in the event the remains are determined to be Native American. The ContractorCity will compensate the Coroner for reasonable fees and costs, if applicable and required by the County Coroner's office.

F. Most Likely Descendant (MLD): The Yocha Dehe Wintun Nation as the MLD for any Human Remains, Associated Funerary Objects and Artifacts found within the exterior boundaries of the Yocha Dehe Wintun Nation Linguistic Territory. Human Remains have been discovered within the Yocha Dehe Wintun Nation Linguistic Territory on occasion and in all of those cases, the Native American Heritage Commission ("NAHC") designated the Yocha Dehe Wintun Nation as the Most Likely Descendant ("MLD") under California Public Resources Code section 5097.98.

G. Treatment and Disposition of Remains. Where Native American human remains are discovered during the Project's ~~development~~, and where Yocha Dehe has been designated the Most Likely Descendant (MLD), the following provisions shall apply to the Parties:

I. The Tribe shall be allowed, under California Public Resources Code sections 5097.98 (a) and 21083.2 and State CEQA Guidelines section 15064.5 (e), to: (1) inspect the site of the discovery; and (2) make recommendations as to how the human remains and grave goods shall be treated and disposed of with appropriate dignity.

II. The Tribe shall complete its inspection within twenty-four (24) hours of receiving notification from either the ContractorCity or the NAHC, as required by California Public Resources Code section 5097.98 (a). The Parties agree to discuss, in good faith, what constitutes "appropriate dignity" as that term is used in the applicable statutes.

III. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code sections 5097.98 (a) and (b) and 21083.2 and State CEQA Guidelines section 15064.5 (e).

IV. The Parties are aware that Yocha Dehe may wish to rebury the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, in an area that shall not be subject to future subsurface disturbances. Should Yocha Dehe recommend reburial of the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, the ContractorCity shall make good faith efforts to accommodate the Tribe's request.

V. The term "human remains" encompasses more than human bones because Yocha Dehe's traditions periodically necessitated the ceremonial burning of human remains, and monitors shall make recommendations for removal of cremations. Grave goods are those artifacts associated with any human remains. These items and the soil, in an area encompassing up to two (2) feet in diameter around the burial, and other funerary remnants and their ashes, are to be treated in the same manner as human bone fragments or bones that remain intact

H. **Treatment and Disposition of Cultural Items (Artifacts).** Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Tribe. ~~Contractor~~City agrees to return all Native American ceremonial items and items of cultural patrimony that may be found on the Project site to the MLD for appropriate treatment, unless ~~Contractor~~City is ordered to do otherwise by a court or agency of competent jurisdiction. In addition, the Tribe requests the return of all other cultural items (artifacts) that are recovered during the course of archaeological investigations on or adjacent to the Project site. Where appropriate (from the perspective of Yocha Dehe), and agreed upon in advance by Yocha Dehe, certain analyses of certain artifact types will be permitted, which may include, but which may not necessarily be limited to, shell, bone, ceramic, stone and/or other artifacts.

I. **Ownership Relinquishment.** ~~Contractor~~City waives any and all claims to ownership of Native American ceremonial and cultural artifacts that may be found on the Project site. If examination of cultural artifacts by an entity or individual other than the MLD is necessary, that entity or individual shall return said artifacts to the MLD within thirty (30) days, or any other agreed upon time frame from the initial recovery of the items.

J. **The Description of Work.** Description of work for Yocha Dehe monitors for the grading and ground disturbing operations at the Project site is provided in **Attachment II** to this Agreement and incorporated herein by this reference. **Section I of Attachment II specifies the duties and responsibilities of the identified tribal monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the tribal monitoring crew shall oversee cultural resource mitigation and monitoring in accordance with California Public Resources Code section 21083.2 (c) and (k). Sections III and IV of Attachment II mandate compensation of the tribal monitoring crew by the** ~~Contractor~~City.

K. **Confidentiality.** 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 County Coroner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r). Moreover, all records relative to consultation between the Parties shall be confidential and not subject to public disclosure as required by the California Public Records Act, Cal. Govt. Code § 6250 et seq.

Executed by:

Yocha Dehe Wintun Nation

~~(Company Name)~~City of Woodland

Signature: _____

Signature: _____

Print Name:

Print Name:

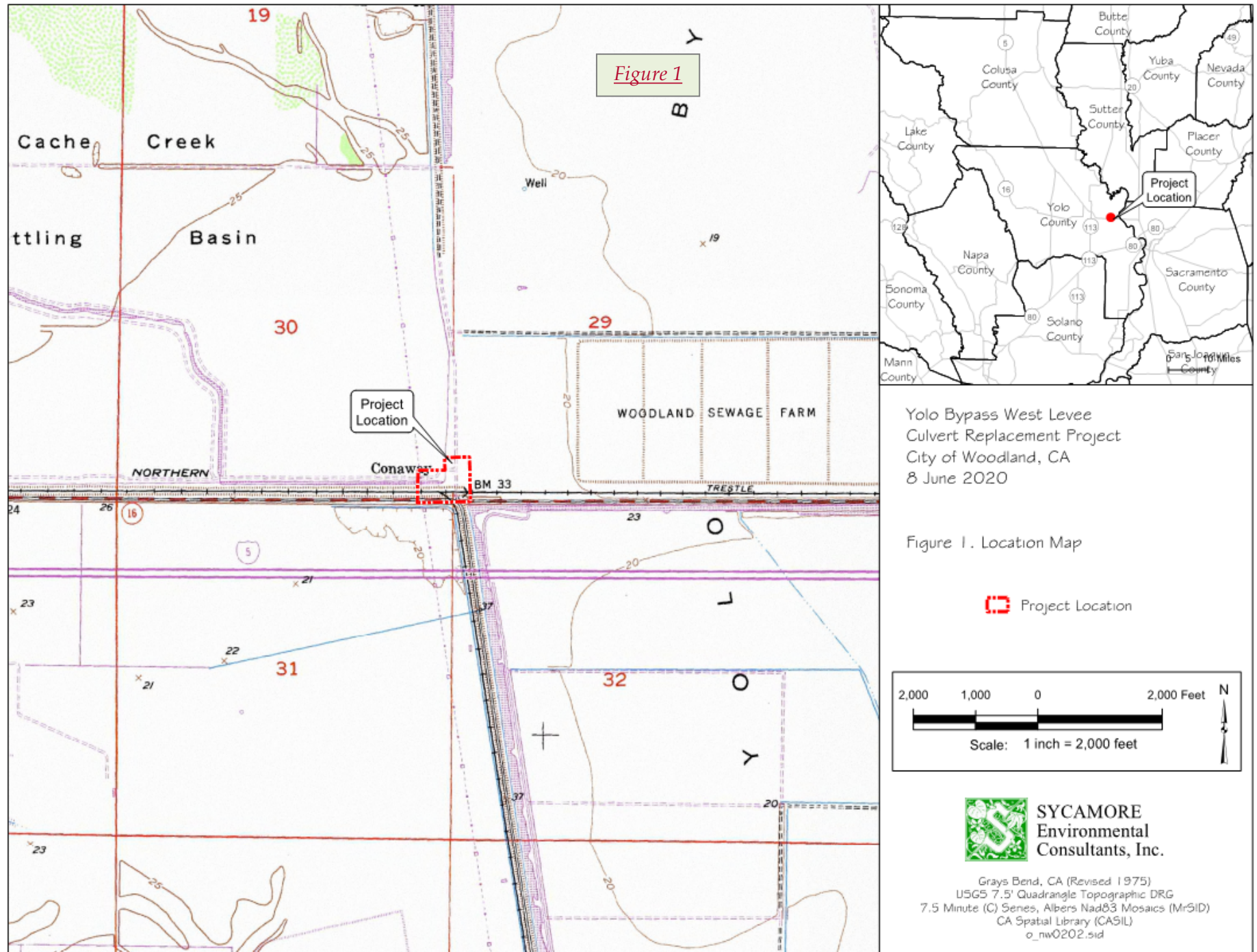
Title: _____
Tribal Historic Preservation Officer

Title: _____

Date: _____

Date: _____

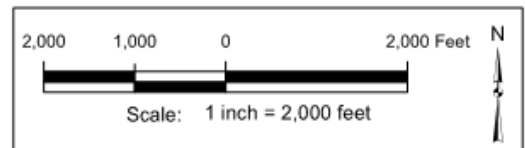
ATTACHMENT I (FIGURES 1 AND 2)



Yolo Bypass West Levee
 Culvert Replacement Project
 City of Woodland, CA
 8 June 2020

Figure 1. Location Map

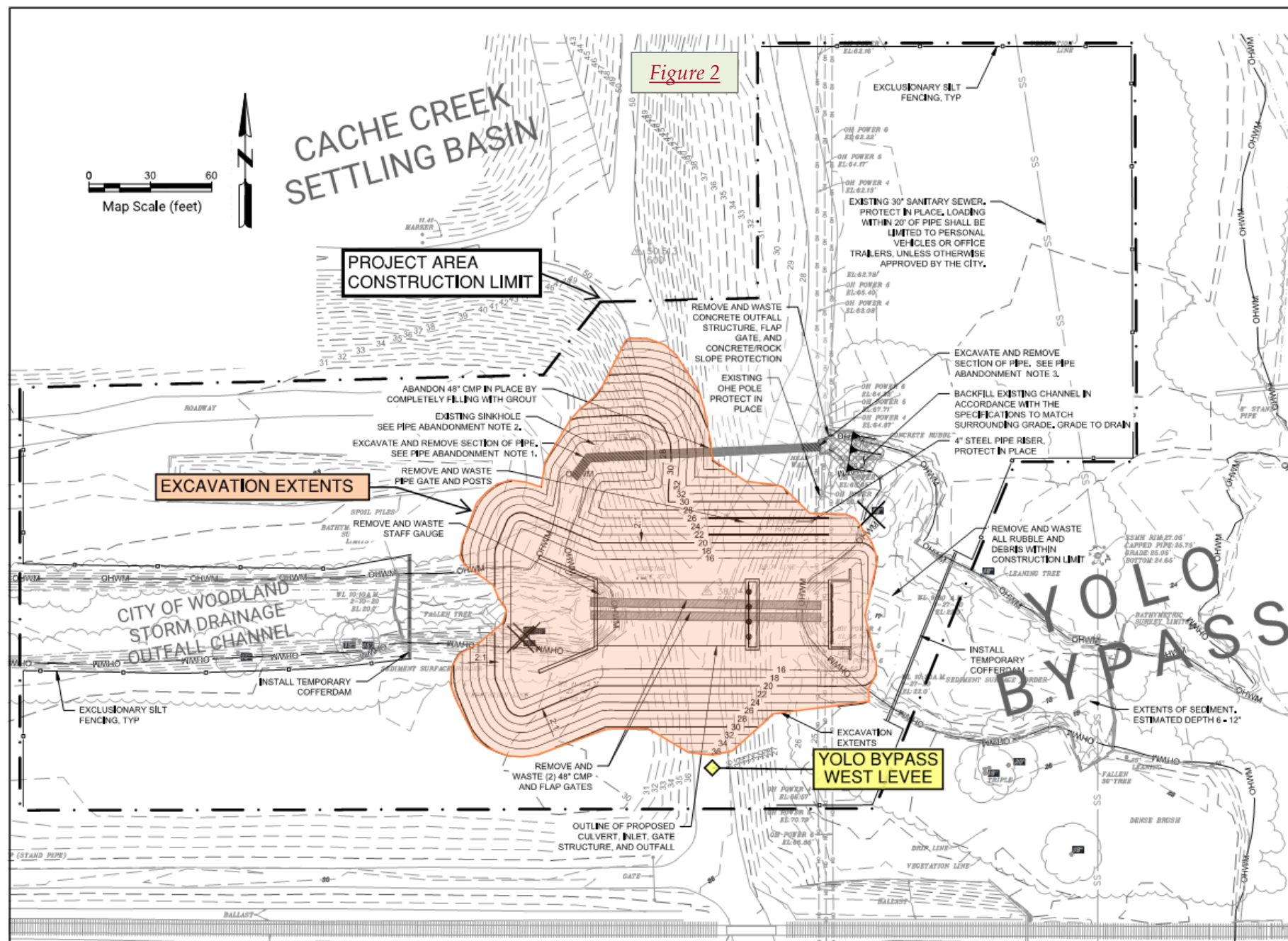
Project Location



SYCAMORE
 Environmental
 Consultants, Inc.

Grays Bend, CA (Revised 1975)
 USGS 7.5' Quadrangle Topographic DRG
 7.5 Minute (C) Series, Albers Nad83 Mosaics (MrSID)
 CA Spatial Library (CASIL)
 o_nw0202.sid

I:\9088WoodlandYoloBypass_Fig1 LocationMap.mxd



Attachment II

NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES

- I. **Specifications:** Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be within the Project area, the Yocha Dehe Wintun Nation, a federally recognized Indian tribe and the Most Likely Descendant as identified by the Native American Heritage Commission, shall provide the tribal monitoring, consultation and facilitation for this Project during the archeological investigations, and all ground disturbing activities for the Project. Yocha Dehe's monitors will work in concert with the archaeologists and Project engineers hired/employed by ~~Contractor~~City. The tribal monitors or Project archaeologists will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts of significance shall be collected and mapped during this operation following standard archaeological practices.

After discovery of cultural items or features' discussions between the tribal monitors and project archaeologist will occur to determine the significance of the situation and best course of action for avoidance, protection of resources, and/or data recovery, as applicable.

- II. **Project to be Monitored:** Monitoring shall encompass the area known as ~~the~~Excavation Extents shown on Figure 2 of Attachment I and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with the ~~development~~construction of the Project.

- III. **Project Crew Size:** The Parties to this Agreement project the need for a tribal monitoring crew size to be determined by the Cultural Site Protection Manager, in accordance with Yocha Dehe Wintun Nation Cultural Law. If the scope of the work changes (*e.g.*, inadvertent discoveries of cultural resources or simultaneous grading of area that requires multiple tribal monitors), additional tribal monitors may be required. ~~Developer~~City agrees to directly compensate Yocha Dehe for all of the work performed by the tribal monitors. The compensation rate shall be made directly from ~~Contractor~~City to the Tribe in accordance with Section IV. If human remains are found, the coordination of the reburial of those remains and any associated cultural and ceremonial items shall be conducted in accordance with Sections III and IV of this Agreement.

- IV. **Insurance and Indemnity:** Yocha Dehe shall provide the tribal monitoring crew for the Project and shall be responsible for coordinating the tribal monitors' activities on the Project. The Tribe recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety

of the tribal monitoring crew while the crew remains on the Project site. The Tribe possesses the necessary insurance to cover any bodily injury or property damage that may be suffered by the tribal monitors and proof of such insurance shall be made available to ~~Contractor~~City upon request.

- V. **Compensation:** ~~Contractor~~City shall directly compensate the Tribe in accordance with the following compensation rates and procedures. Invoices will be submitted on a monthly basis and shall be paid within 30 days of submittal to assure timely tribal monitor compensation and to further assure that tribal monitoring will not be terminated for the Project.

A minimum half-day charge ("show up" time) shall be charged to ~~Contractor~~City for unannounced work stoppages of the tribal monitors that are not due to actions by Yocha Dehe.

- VI. **Rights of Access/Stoppage/Consultation Upon Discovery:** ~~Contractor~~City shall provide Yocha Dehe tribal monitors with unencumbered access to the Project site as reasonably necessary for the monitors to effectively perform the services required by this Agreement. The tribal monitors and/or project archaeologist will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts, Native American human remains, funerary objects, items of cultural patrimony, and any other cultural items shall be treated in accordance with an agreed upon artifact treatment and disposition plan.

After discovery of cultural items or features, discussions between the tribal monitors and project archaeologist will occur to determine its significance and the best course of action for avoidance, protection of resources, and/or data recovery, as applicable. While determinations will be mostly in the field, Yocha Dehe's tribal monitors may need to seek further guidance from the Most Likely Descendent, Yocha Dehe Tribal Council and/or the Cultural Resources Committee. If this rare occurrence should arise, Yocha Dehe reserves the right to request a 30-day stoppage of work.

Where circumstances warrant, the ~~Contractor~~City may be required, at its sole expense, to provide security personnel or remove unnecessary persons from the Project site. For example, where the safety of tribal monitors is at risk due to controversy or other circumstances surrounding a particular Project's development, security personnel would be provided at the ~~Contractor~~City's expense and members of the public excluded from the site. Likewise, where the protocol for the treatment of Native American human remains, funerary objects, artifacts, or items of cultural patrimony deems culturally required or appropriate, ~~Contractor~~City agrees unnecessary personnel will leave the site during the relevant time period.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.12
SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5106, Spring Lake Central 3 and Spring Lake Backbone Infrastructure Project Entitled Parkland Avenue Extension

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5106 Spring Lake Central 3 and Spring Lake Backbone Infrastructure Project Entitled Parkland Avenue Extension.

Staff Contact:

Lolly Weichel, (530) 661-5820, lolly.weichel@cityofwoodland.org

Fiscal Impact:

All infrastructure improvements to serve this subdivision were constructed using bond proceeds from the Spring Lake community facilities district (CFD) and/or Spring Lake Infrastructure Fees (SLIF) along with private funding from the developer. The public improvements constructed with this map add 52,335 square feet of new public landscaping, with an estimated annual maintenance cost of \$24,387 including maintenance and water use. This additional landscaping is within the boundaries of and will be maintained by the Spring Lake Landscape & Lighting District (L&L). These costs were anticipated during the formation of the L&L and will be included with the proposed annual assessments, which are typically presented to Council in May each year. The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these subdivisions is shown below.

GASB34 category	Spring Lake Central 3	Parkland Ave Extension
Road	\$1,575,894	\$1,152,339
Water	\$735,719	\$199,968
Sewer	\$415,593	\$0
Storm Drain	\$362,633	\$365,080

Background:

On May 19, 2015, the City Council approved Spring Lake Central Tentative Map (No. 5027) and Development Agreement. The map consisted of 375 single-family lots and 9.3 acres of multifamily. On March 16, 2021, the City Council approved Final Subdivision Map (SM) No. 5106, Spring Lake Central Phase 3 and the associated Subdivision Improvement Agreement with Richmond American Homes of Maryland, Inc. (84 lots). The improvements constructed for Subdivision 5106 (Spring Lake Central Phase 3) are shown on the improvement plans entitled, "Civil Improvement Plans for Spring Lake Central Phase 3" and "Landscape Improvement Plans for Spring Lake Central Phase 3." The project was also conditioned to construct offsite improvements to extend Parkland Avenue from Pioneer Avenue to Harry Lorenzo Avenue. Those improvements are shown on the improvement plans entitled, "Civil Improvement Plans – Spring Lake Specific Plan – Parkland Avenue Extension (Pioneer Avenue to Harry Lorenzo Avenue)" and "Landscape Improvement Plans for Parkland

Avenue Extension (Pioneer Avenue to Harry Lorenzo Avenue).” All of the above-mentioned plans were approved by the City Engineer on June 12, 2020. Richmond American Homes of Maryland, Inc. has completed the infrastructure improvements to the satisfaction of the City Engineer, and the Public Works and Community Development Departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer’s performance security for these improvements. The developer has provided warranty security for the subdivision to correct any defects identified during the warranty time frame of one year following the filing of the Notice of Completion.

Discussion:

This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated streets and public utility easements to the city. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5106 Spring Lake Central 3 and Spring Lake Backbone Infrastructure Project Entitled Parkland Avenue Extension.

Prepared by: Lolly Weichel, Development Services Engineering

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION
FINAL MAP 5106 SPRING LAKE CENTRAL 3 AND PARKLAND AVENUE
EXTENSION PROJECT
BY RICHMOND AMERICAN HOMES OF MARYLAND, INC**

WHEREAS, On May 19, 2015, the City Council approved Tentative Map No. 5027 (Spring Lake Central) and associated Development Agreement, consisting of 375 single-family lots and 9.3 Acres of multifamily development; and

WHEREAS, On March 16, 2021, the City Council approved the final map for Subdivision No. 5106 (Spring Lake Central Phase 3), which created 84 single-family lots in the Spring Lake Specific Plan (“Map”); and

WHEREAS, the conditions of approval for the Map required the subdivider, Richmond American Homes of Maryland, Inc., to enter into a Subdivision Improvement Agreement calling for the construction of infrastructure necessary to serve the development permitted by these Maps and associated offsite improvements (collectively, the “Improvements”), and furnish a bond or other security to ensure the timely completion of the Improvements; and

WHEREAS, Richmond Homes of Maryland, Inc. has completed the Improvements; and

WHEREAS, Richmond Homes of Maryland, Inc. has previously furnished bonds for subdivision 5106, identified as Bond No. SUR0066936 and issued by Developers Surety and Indemnity Company as surety (“Bond”), securing the completion of the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

WHEREAS, Richmond Homes of Maryland, Inc. has requested that the City accept those Improvements that have been completed;

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

Section 1. The City Council hereby accepts those Improvements constructed for Subdivision 5106 (Spring Lake Central 3) as shown on the improvement plans entitled “Civil Improvement Plans for Spring Lake Central Phase 3” and “Landscape Improvement Plans for Spring Lake Central Phase 3” and approved by the City Engineer June 12, 2020.

Section 2. The City Council hereby accepts those Improvements constructed as shown on the improvement plans entitled “Civil Improvement Plans – Spring Lake Specific Plan – Parkland

Avenue Extension (Pioneer Avenue to Harry Lorenzo Avenue)” and “Landscape Improvement Plans for Parkland Avenue Extension (Pioneer Avenue to Harry Lorenzo Avenue)” and approved by the City Engineer June 12, 2020.

Section 3. The City Council hereby authorizes the City Clerk to file the Notice of Completion and release the developer’s performance security for Subdivision No. 5106 Spring Lake Central Phase 3 (Civil & Landscape Improvements) and the Parkland Avenue Extension Project (Civil & Landscape Improvements).

Section 4. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Richmond American Homes of Maryland, Inc. or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 5. The adoption of this resolution shall not be deemed to cure any breach by Richmond American Homes of Maryland, Inc. or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on 5th day of April 2022, by the following vote:

AYES:

NOES:

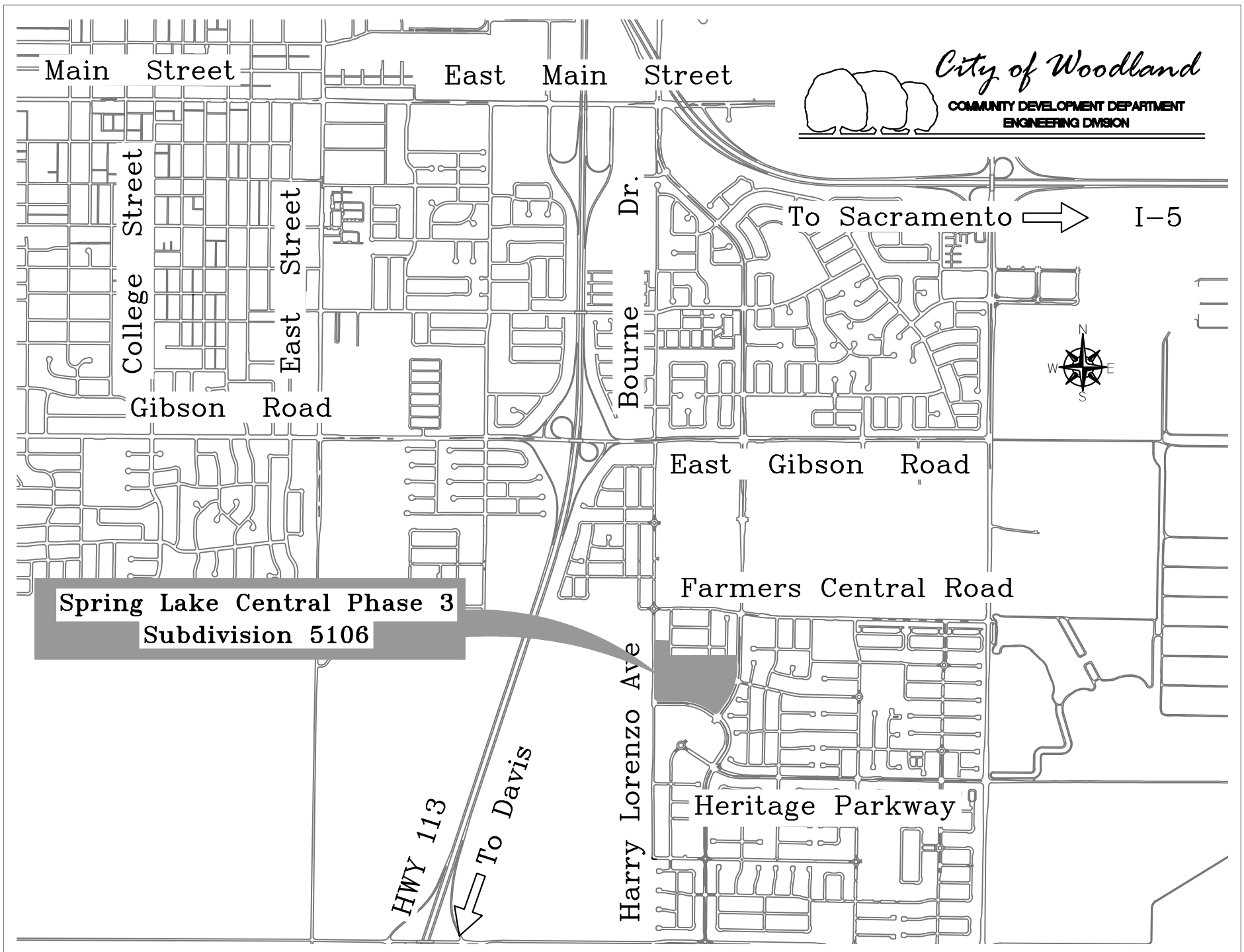
ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana Gonzalez, City Clerk





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.13
SUBJECT: Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing

Recommendation for Action: Staff recommends City Council adopt Resolution No._____, authorizing the Mayor to Execute the Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Staff Contact:

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

Fiscal Impact:

The approved Capital Budget includes \$7,560,000 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), \$2,100,000 from the Road Development Fund (Fund 582) and \$350,000 from Water Enterprise funding (Fund 210).

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 Prudler developments. Since 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.

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.

On August 17, 2021, the City Council awarded the construction contract to Myers and Sons Construction. The construction activities within the City's right of way commenced on October 4, 2021.

Discussion:

The portion of the project that is located within the State of California right-of-way must be constructed under an encroachment permit from the State. Execution of a maintenance agreement is required to receive the encroachment permit.

The agreement identifies ownership and maintenance responsibilities for both the City and Caltrans. This includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements,

if necessary. Generally speaking, the City is responsible for ownership and maintenance of the non-structural components (bridge surface, fencing, graffiti abatement, etc.). The State is responsible for structural elements within State right of way and within one span of the State right of way. This leaves the western abutment and span 1 as a City responsibility.

The project is currently planned for completion by the end of 2022. The bridge's earthen abutments are complete and will remain in their settlement period until further work can commence. Pile driving and structural foundation work is planned for May with major bridge work scheduled to be done during the summer and early fall.

Conclusion:

Staff recommends City Council adopt Resolution No._____, authorizing the Mayor to Execute the Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

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. Agreement
3. Exhibit A

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE MAINTENANCE AGREEMENT WITH THE STATE
DEPARTMENT OF TRANSPORTATION FOR THE SPORTS PARK DRIVE
PEDESTRIAN OVERCROSSING PROJECT, #17-22**

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

WHEREAS, Caltrans requires the City to enter into a Maintenance Agreement for improvements across their right of way before the City can obtain an encroachment permit from Caltrans and obtain authorization to begin construction on the State right of way; and

WHEREAS, the City wishes to approve the Maintenance Agreement with the Department of Transportation 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 Maintenance Agreement and authorizes the Mayor and City Manager to Execute the Agreement with the California Department of Transportation.

Section 2. A copy of the Agreement will be 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 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

NON-VEHICULAR OVERCROSSING MAINTENANCE AGREEMENT WITH CITY OF WOODLAND

This Maintenance Agreement ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the CITY of Woodland ("CITY"); each may be referred to individually as a "PARTY," and jointly as "PARTIES."

RECITALS

1. An Encroachment Permit will be issued to CITY by STATE to construct the Sports Park Drive Pedestrian Overcrossing ("Non-Vehicular Overcrossing") on STATE Highway Route (SR) 113; hereinafter referred to as the "NVOC".
2. It was agreed by the PARTIES that prior to issuance of the Encroachment Permit, the CITY and STATE will enter into a Maintenance Agreement for the ownership, inspection, maintenance, and their respective financial responsibility towards the NVOC.
3. The PARTIES hereto mutually agree as follows:

OPERATIVE PROVISIONS

1. **Maintenance Standards.** The CITY shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations and STATE standards, including STATE'S Maintenance Manual, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" under this AGREEMENT includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary, as described herein.
2. **Amendment to Agreement.** This AGREEMENT may only be amended by a written agreement executed by all PARTIES.
3. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right-of-way (ROW) covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the CITY's jurisdictional limits.

4. **Encroachment Permits.** Before CITY may enter STATE ROW to perform any maintenance or work in the areas covered by this AGREEMENT, STATE's District 3 Encroachment Permit Office must issue an initial encroachment permit at no cost to CITY. CITY must obtain additional encroachment permits if necessary, to enter or perform any work within STATE ROW not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to CITY. CITY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE ROW to perform any maintenance or work under this AGREEMENT.
5. **Non-Vehicular Overcrossings (NVOC) has been categorized as follows and distinguished by patterns as depicted in Exhibit A.**

Category I- NVOC located on or over STATE's ROW

Category II- NVOC structures outside STATE's ROW but contributing towards the safety and structure integrity of the NVOC

Category III- NVOC structures outside STATE's ROW but NOT contributing towards the safety and structure integrity of the NVOC

A. **Category I- NVOC located on or over STATE's ROW**

1. STATE shall own category I NVOC .
2. STATE shall inspect and maintain at STATE's expense structural components including, superstructure and substructure elements and perform maintenance inspections or activities as determined by STATE.
3. CITY shall maintain at CITY's expense, including but not limited to, the following:
 - a) Deck surfaces and road/street surfaces.
 - b) Structural drainage facilities.
 - c) All portions of the overcrossing structure lying above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, fencing, pedestrian railing and post, concrete pilasters, pavement markings, striping, architectural details and improvements for compliance with the Americans with Disabilities Act as depicted on Exhibit A.

4. CITY, at CITY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the above facilities.

B. Category II- NVOC structures outside STATE's ROW but contributing towards the safety and structure integrity of the NVOC .

1. STATE shall own Category II NVOC structures .
2. STATE shall have unrestricted access to portions of Category II NVOC to perform inspections and maintenance at STATE's expense. Where access is controlled, CITY shall provide means of access to STATE.
3. STATE shall maintain at STATE's expense Category II NVOC facilities and improvements as follows:
 - a) Superstructure: Girders between Bents 2 and R/W limit and between R/W limit and Abutment 4.
 - b) Substructure: Bent 2, Abutment 4 and concrete piles.
4. CITY shall maintain at CITY's expense Category II NVOC facilities and improvements as follows:
 - a) Deck surfaces and road/street surfaces
 - b) Structural drainage facilities
 - c) All portions of the overcrossing structure lying above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, fencing, pedestrian railing and post, concrete pilasters, pavement markings, striping, architectural details and improvements for compliance with the Americans with Disabilities Act as depicted on Exhibit A.
5. CITY, at CITY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the above facilities.

C. Category III- NVOC structures outside STATE's ROW but NOT contributing towards the safety and structure integrity of the NVOC .

1. CITY shall own Category III- NVOC.

2. CITY shall inspect and maintain at CITY's expense structural components including deck, superstructure and substructure elements and perform maintenance inspections or activities as shown on Exhibit A.
 - a) Deck surfaces and road/street surfaces
 - b) Superstructure: Girders between Abutment 1 and Bent 2
 - c) Substructure: Abutment 1 (including concrete pile caps and/or pile elements)
 - d) Structural drainage facilities
 - e) All portions of the overcrossing structure lying above the bridge deck, including but not limited to lighting, traffic controls, traffic lights, sidewalks, signs, bike paths, pavement overlays, fencing, pedestrian railing and post, concrete pilasters, pavement markings, striping, architectural details and improvements for compliance with the Americans with Disabilities Act as depicted on Exhibit A.
3. CITY, at CITY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the above facilities.
4. CITY understands and acknowledges that routine structural and maintenance inspections and, if necessary, repairs must be made to ensure the NVOC retains its integrity for the safety of the public using this structure. CITY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to maintain the safety of the NVOC structure and facilities.

6. **Unsheltered Encampments**

CITY, at CITY's expense shall also be responsible for the following:

(a) Encampment Relocation. CITY shall relocate people experiencing homelessness from the entire NVOC. CITY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property,"

dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).

(b) Abandoned Encampments. If CITY encounters abandoned/homeless encampments in the entire NVOC, CITY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE, CHP, and the local Law Enforcement.

7. **Legal Relations and Responsibilities.**

A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and CITY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither CITY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. STATE, shall fully defend, indemnify and save harmless CITY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY in connection with any work, authority or jurisdiction conferred upon CITY pursuant to this AGREEMENT. CITY, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring

by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. CITY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing

regulations for any public works or maintenance contracts and subcontracts executed for the CITY's work under this AGREEMENT.

D. Insurance

Self-Insured. CITY is self-insured. CITY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify the AGREEMENT by location as depicted in Exhibit A. CITY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. CITY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

8. **Termination.** This Agreement may be terminated by the mutual written consent of each PARTY.
9. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
10. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. CITY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required.
11. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF WOODLAND

Dated: _____
Mayor/Chairman

INITIATED AND APPROVED:

Dated: _____
City Manager

Dated: _____
City Clerk

APPROVED AS TO FORM AND PROCEDURE

Dated: _____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____
By: _____

Dated: _____
Deputy District Director
Maintenance District 3

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and
CITY/COUNTY road(s) and facilities)

EXHIBIT B – STATEMENT OF SELF INSURANCE FOR CITY OF WOODLAND

California Department of Transportation
703 B Street
Marysville, CA 95901

20

ATTN: Thomas Mutunga, District 3 Maintenance Project Delivery Liaison

CITY OF WOODLAND
Department of Finance

RE: Statement of Self Insurance for City of Woodland (“CITY”) Related to Non-Vehicular Overcrossing (NVOC) Freeway Maintenance Agreement with the State of California, acting by and through the Department of Transportation, (“STATE”) for improvements along STATE Route 113 in the County of Yolo at Post Mile R8.70, FMA-City of Woodland-03-YOL-113-PM R8.70 (“Non Vehicular Overcrossing Freeway Maintenance Agreement”).

Dear Mr. Mutunga,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in INSURANCE Section (Section 7D) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE
STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED.

DATE SIGNED
XX/XX/XXXX

LICENSE EXP. DATE
XX/XX/XXXX

REGISTRATION NO.
XXXXX

CALTRANS DESIGN OVERSIGHT APPROVAL

X. XXXXXXXX

CONSULTANT DESIGN MANAGER
ERIC FREDRICKSON

BORDER LAST REVISED 8/1/2016

CALTRANS WEB SITE IS: [HTTP://WWW.DOT.CA.GOV/](http://www.dot.ca.gov/)

RELATIVE BORDER SCALE
IS IN INCHES

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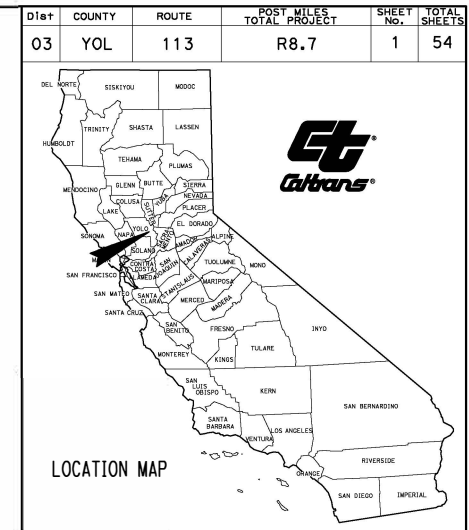
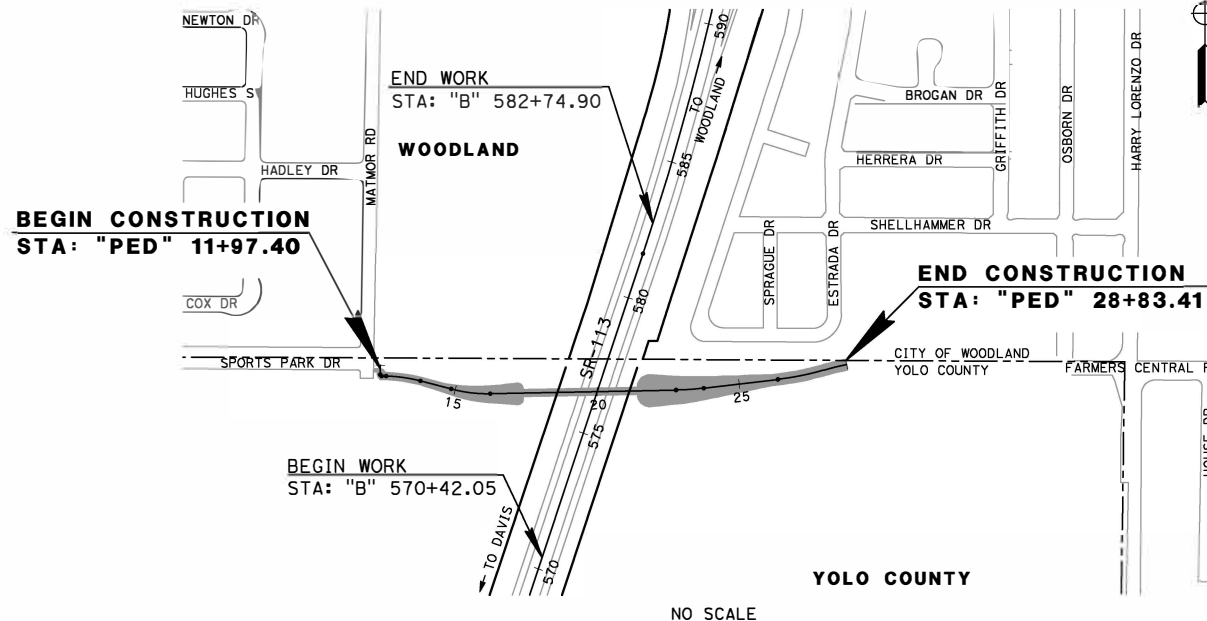
PROJECT NUMBER & PHASE 0321000047

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF WOODLAND

IN YOLO COUNTY
ON STATE ROUTE 113
IN THE CITY OF WOODLAND
0.5 MILE SOUTH OF
GIBSON ROAD OVERCROSSING

EXHIBIT A
SHEET 1 OF 3



LEGEND

- CITY MAINTAINS AT CITY EXPENSE
- STATE RIGHT OF WAY LINE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CHECKED BY	DESIGNED BY	REVIEWED BY
	AARON SILVA	M. MAGAW	J. ZERMENO	

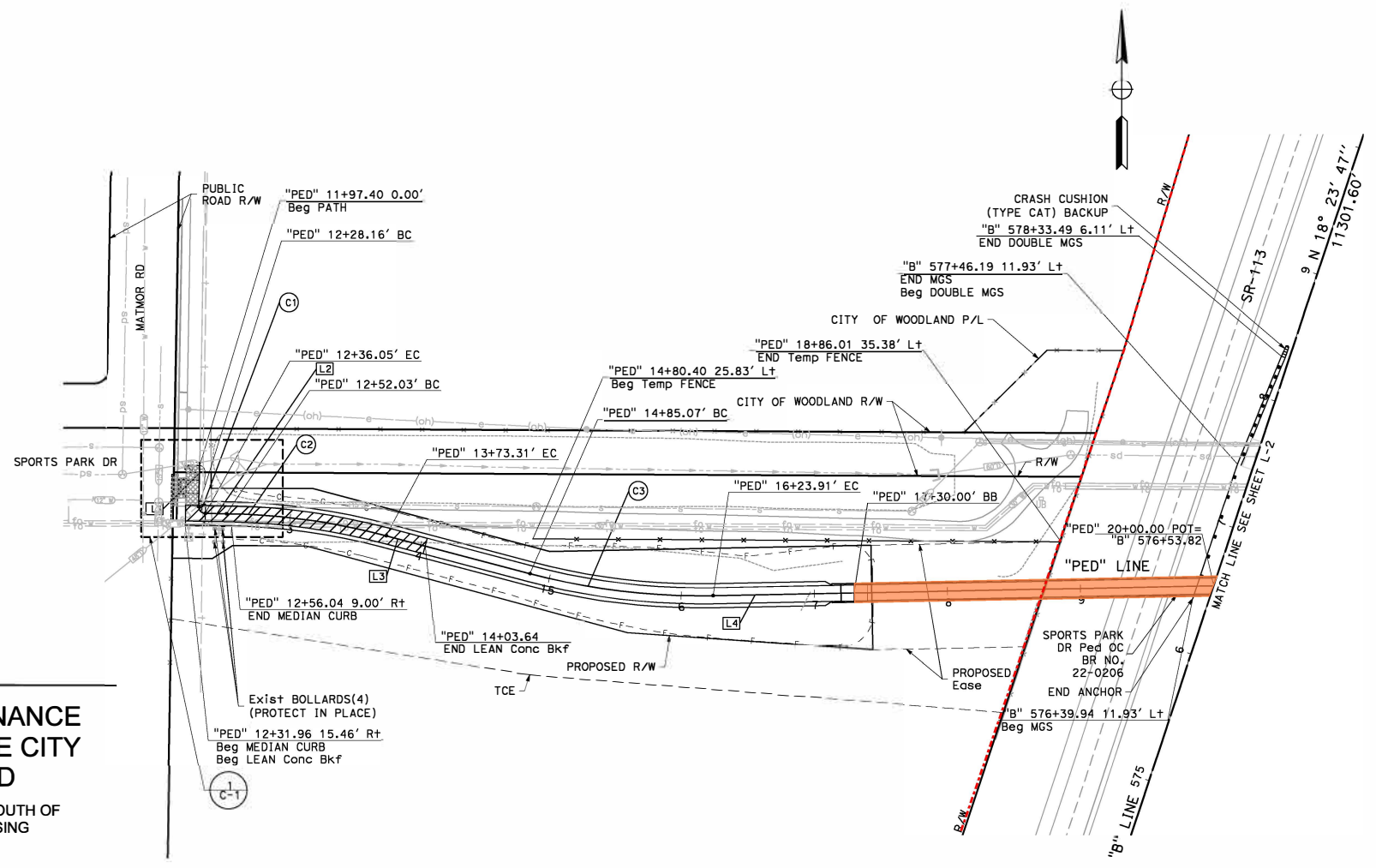
LEGEND

-  CITY MAINTAINS AT CITY EXPENSE
-  STATE RIGHT OF WAY LINE

EXHIBIT A

FREEWAY MAINTENANCE AGREEMENT IN THE CITY OF WOODLAND

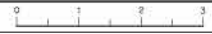
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SHEET 2 OF 3



BORDER LAST REVISED 7/2/2010

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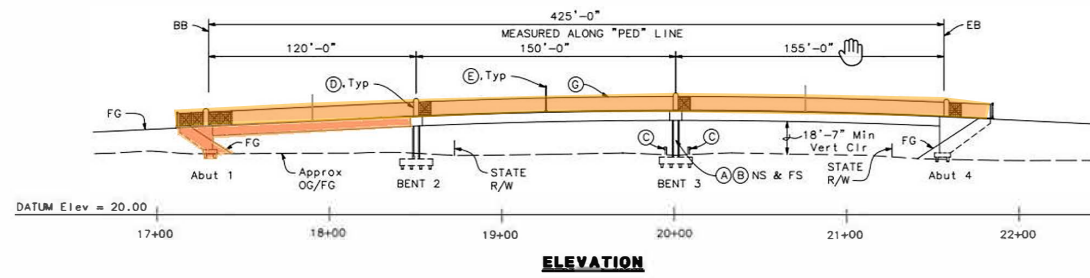
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UNIT 0000

PROJECT NUMBER & PHASE

0321000047



LEGEND

CITY MAINTAINS AT CITY EXPENSE



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.14
SUBJECT: Additional Appropriation for Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22

Recommendation for Action: Staff recommends that the City Council adopt Resolution No.____, (1) approving an additional appropriation of \$330,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22 based on funds provided by Friends of the Mission which will increase the budget for CIP 19-22 from \$3,753,972 to \$4,083,972; (2) approving total contract contingencies of up to \$1,047,136 for a total contract authorization amount of \$3,371,636 and (3) approving amendment #1 to the construction management and inspection agreement with Unico Engineering in the amount of \$50,000.

Staff Contact:

Brent Meyer, Community Development Director / City Engineer, (530) 661-5947,
brent.meyer@cityofwoodland.org

Fiscal Impact:

The additional appropriation of \$330,000 will be funded by Friends of the Mission. The total project budget consists of \$4,083,972 in the Homeless Housing Fund (fund 331). This includes \$525,972 of Partnership Health Plan funding, \$1,482,000 in City affordable housing funding, and \$2,076,000 of funding from Friends of the Mission (FOM).

The original contract was executed for \$2,324,500. With the proposed contingency of \$1,047,136 the total contract authorization amount is \$3,371,636.

Background:

The City Council on March 16, 2021 awarded a construction contract to Lister Construction, Inc. for the construction of the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22). Construction began in early July.

Though not part of Lister's original construction contract, City staff worked with FOM staff to delete the pier foundations from Cutting Edge Modular's cost proposal and add it to Lister's contract. Installing the piers as part of the site work will avoid later damaging the completed underground utilities, grading, sidewalks and streets.

To facilitate the additional work for the Phase 2 Site Infrastructure, the City executed a change order with Lister Construction to amend their project scope to add construction of the approximately 435 concrete piers that will support the units.

Discussion:

Errors were discovered in the pier foundation designs prepared by Friends of the Mission resulting in necessary change orders to the construction contract. The construction management firm originally provided a schedule that assumed four months of construction. With these changes, the construction schedule has been extended to twelve months and is now projected to be completed in June of this year. Given the significant increase in the construction timeline, the City's construction inspection firm Unico Engineering has provided an amendment for \$50,000 to their original contract for a total contract amount of \$162,322.

The combination of this work and previously approved change orders will exceed the construction contingency and the project budget. City staff estimates that the additional budget and contingency is sufficient to cover the new costs.

The following table summarizes the revised cost estimate for the Phase 2 Site Infrastructure project.

Phase 2 Site Infrastructure	
Total Preconstruction Costs	\$ 358,781
Construction Contract	\$ 2,324,500
Total Construction plus Change Orders	\$ 3,341,636
Construction Consultants and Other Costs	\$ 352,327
Project Contingency	\$ 30,000
Total project costs	\$ 4,082,744
Funding Sources	
PHP	\$ 525,972
FOM (e.g., Dignity)	\$ 700,000
CoW Grant 1	\$ 900,000
CoW Grant 2	\$ 582,000
FOM (e.g., Sutter) Grant	\$ 1,376,000
Total Project Funding	\$ 4,083,972

As noted in the report the estimated completion date for the infrastructure work is June of this year. The Friends of the Mission received a grant award of \$15.7 million grant from the State Homekey program. With this funding, they are expected to complete the modular homes by the end of 2022. Concurrently, Friends of the Mission is planning to start construction on Walter's House in the fall of 2022 pending successful outcome of an additional grant their are pursuing. Walter's House is planned to be located on the north side of the East Beamer Way campus and will be supported by the infrastructure work currently being installed.

Conclusion:

Staff recommends that the City Council adopt Resolution No. , (1) approving an additional appropriation of \$330,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22 based on funds provided by Friends of the Mission which will increase the budget for CIP 19-22 from \$3,753,972 to \$4,083,972; (2) approving total contract contingencies of up to \$1,047,136 for a total contract authorization amount of \$3,371,636 and (3) approving amendment #1 to the construction management and inspection agreement with Unico Engineering in the amount of \$50,000.

Prepared 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS FOR THE
PERMANENT SUPPORTIVE HOUSING PROJECT, PHASE 2 SITE
INFRASTRUCTURE - CIP #19-22**

WHEREAS, the City Council awarded a construction contract to Lister Construction, Inc. on March 16, 2021 for the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22) and construction began in early July 2021; and

WHEREAS, a budget of \$3,161,328 was established for the Phase 2 Site Infrastructure Project at the March 16, 2021 meeting. The awarded construction contract amount was \$2,324,500 and included a construction contingency of \$348,675; and

WHEREAS, on January 4, 2022, the City Council approved a project budget increase to \$3,753,972. The construction contingency was increased to \$835,357 in that same Council action; and

WHEREAS, due to construction change orders, the construction contingency needs to be increased to \$1,047,136; and

WHEREAS, the project construction schedule has been extended from four months to twelve months. The City is required to approve a contract amendment for Unico Engineering for this additional construction support cost; and

WHEREAS, staff is seeking an additional appropriation from Council to pay for the additional project costs; and

WHEREAS, in late March, the Friends of the Mission board approved an additional allocation of \$330,000 towards the Project.

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

Section 1. Approves an additional appropriation of \$330,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22). This additional appropriation provides a total project budget of \$4,083,972.

Section 2. Approves a total contract contingency of up to \$1,047,136 for a total contract authorization amount of \$3,371,636.

Section 3. Approves amendment #1 to the construction management and inspection agreement with Unico Engineering in the amount of \$50,000 for a total contract amount of \$162,322.

PASSED AND ADOPTED by the City Council of the City of Woodland at regular meeting of the City Council held on the 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.15
SUBJECT: Electrify Yolo Project Budget Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project.

Staff Contact:

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

Fiscal Impact:

No fiscal impact will occur. All expenses incurred by the City for the Electrify Yolo Project will be reimbursed by the City of Davis.

Discussion:

In 2018, the City of Woodland, City of Davis, Yolo County, and Valley Clean Energy were awarded a Green Region grant through the Sacramento Area Council of Governments (SACOG) to support the Electrify Yolo Project—an electric vehicle (EV) infrastructure and multi-modal hub development project throughout Yolo County. Because the SACOG grant required matching funds, the City of Davis entered into a Fund Exchange Agreement with SACOG and each of the partners entered into reimbursement agreements with the City of Davis for their share without having to provide a match. Woodland's share allocation was \$150,000 to construct a minimum of two Level 2 networked, publicly accessible EV charging stations in Woodland on public property.

In July 2020, City Council approved Resolution No. 7524 approving a Memorandum of Understanding (MOU) between the City of Davis and City of Woodland and authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project. However, due to staff oversight, the funds were not appropriated to the Environmental Compliance Fund (365) within the same fiscal year (FY 2020-21), and therefore need reauthorization to appropriate funds for the current fiscal year (FY 2021-22).

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution - Electrify Yolo Budget Appropriation
2. Resolution 7524

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE ENVIRONMENTAL COMPLIANCE
FUND TO IMPLEMENT THE ELECTRIFY YOLO PROJECT**

WHEREAS, City of Woodland, City of Davis, Yolo County, and Valley Clean Energy were awarded a Green Region grant through the Sacramento Area Council of Governments (SACOG) in 2018 to support the Electrify Yolo Project—an electric vehicle (EV) infrastructure and multi-modal hub development project throughout Yolo County; and

WHEREAS, the City of Davis entered into a Fund Exchange Agreement with SACOG to implement the Electrify Yolo Project and entered into a Memorandum of Understanding (MOU) with the City of Woodland to reimburse Woodland’s cost share of \$150,000 to construct a minimum of two Level 2 networked, publicly accessible EV charging stations in Woodland; and

WHEREAS, the fund appropriation authorized in July 2020 by City Council of the City of Woodland was not appropriated in the same fiscal year; and

WHEREAS, staff wishes to appropriate \$150,000 to the Environmental Compliance Fund for the current fiscal year, which will be offset by reimbursement from the City of Davis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the appropriation of \$150,000 to the Environmental Compliance Fund (365).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RESOLUTION NO. 7524

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
DAVIS AND THE CITY OF WOODLAND AND AUTHORIZING APPROPRIATION OF
FUNDS TO THE ENVIRONMENTAL COMPLIANCE FUND TO IMPLEMENT THE
ELECTRIFY YOLO PROJECT**

WHEREAS, Yolo County, City of Davis, City of Woodland, and Valley Clean Energy jointly submitted the Electrify Yolo Project application to the Sacramento Area Council of Governments (SACOG) for the Green Region grant funding opportunity in Fall 2018 to support electric vehicle (EV) infrastructure and multi-modal hub development in Yolo County and the cities of Davis, Winters, and Woodland; and

WHEREAS, in December 2018, SACOG awarded a Green Region grant to the partner jurisdictions for the Electrify Yolo Project; and

WHEREAS, the City of Davis entered into a Fund Exchange Agreement with SACOG to implement the Electrify Yolo Project and through the Fund Exchange Agreement, the project is funded with local City of Davis funds; and

WHEREAS, the Memorandum of Understanding (MOU) between the City of Davis and the City of Woodland recognizes the Cities' mutual interests and goals and formalizes an agreement to identify roles and responsibilities for project implementation; and

WHEREAS, the Electrify Yolo Project will install a minimum of two Level 2 networked, publicly accessible EV charging stations in Woodland on public property with funding for an optional maintenance contract of up to five years; and

WHEREAS, after the minimum stations are constructed, all remaining funding will be used for additional Level 2 and/or Level 3 (DC Fast Chargers) in Woodland, which will be available to the public and/or for exclusive municipal use on public property, and may be also used to enter into a maintenance contract of up to five years; and

WHEREAS, the City of Woodland's fund share allocation from the SACOG grant is \$150,000, which must be spent by December 31, 2023; and

WHEREAS, staff wishes to appropriate \$150,000 to the Environmental Compliance Fund, which will be offset by reimbursement from the City of Davis.

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

Section 1. Approves the MOU between the City of Davis and the City of Woodland to implement the Electrify Yolo Project; and

Section 2. Authorizes the appropriation of \$150,000 to the Environmental Compliance Fund (365).

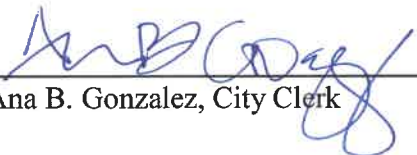
PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of July, 2020, by the following vote:

AYES:	Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES:	None
ABSENT:	None
ABSTAIN:	None



Rich Lansburgh, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:



Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.16
SUBJECT: Installment Sale Agreement and Grant Water Recycling Construction Financing for the Spring Lake Recycled Water Project (CIP #17-07)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Clean Water/Water Recycling Funding Program, California State Water Resources Control Board (SWRCB) Installment Sale Agreement and Grant Spring Lake Recycled Water Project, Project No. C-06-8384-110, Agreement No. D2101047.

Staff Contact:

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

Fiscal Impact:

This project is included in the Capital Budget (Project # 17-07) with \$440,000 approved by Council on June 15, 2021 and reallocations approved by Council on January 18, 2022. The overall project cost is estimated at approximately \$3,300,000 including staff time, acquiring public right of ways, design, construction, construction management, and contingency. The City has applied for and received drought grant funding through the SWRCB Prop 68 State Revolving Fund (SRF) Program.

The SWRCB Prop 68 SRF loan and grant agreement includes a total project funding amount of \$2,832,018, of which \$550,000 is a grant. The remaining \$2,282,018 is the loan component, which has an interest rate of 0.55% and is paid over a 20-year term. The funding agreement covers construction and construction contingencies and does not cover design, land acquisition or construction management. The budget for these costs was reallocated from unused budget in existing CIP Projects on January 18, 2022.

There is no impact to the General Fund.

Background:

The City of Woodland's Water Pollution Control Facility (WPCF) currently produces Title 22 tertiary treated effluent which is suitable for a wide variety of uses including certain industrial processes, landscape irrigation strips, and construction water purposes. Utilizing recycled water to replace potable water for applicable industrial and irrigation systems reduces demand for potable water, results in a cost savings for the recycled water user, and meets water quality objectives for those purposes.

The City previously completed construction on the Industrial Park Recycled Water Project, which provides recycled water for industrial and landscape irrigation uses. The initial project included installation of recycled water pumps at the WPCF effluent wetwell and a backbone pipeline to serve portions of the industrial area of the City. The pipeline is approximately 4 miles in length and includes connections to industrial customers and landscape irrigation along the alignment.

As a result of the drought, the State of California is advocating for the use of recycled water and the State Water Resources Control Board (SWRCB) has streamlined the permitting process for recycled water systems in addition to providing grants and low interest financing.

The environmental permitting for the Spring Lake Recycled Water Project is already complete. A Mitigated Negative Declaration (MND) was prepared by Dudek, an environmental consultant, and City of Woodland

staff. The MND was presented to City Council during a public hearing and City Council adopted the MND for the project via Reso_7178 on November 6th, 2018.

Project Delivery

The current Spring Lake Recycled Water Project schedule contemplates:

- Prop 68 SRF Grant/Loan approval in May, 2022.
- Complete design in 2022.
- Bid Award in January 2023.
- Spring Lake Recycled Water Project construction in 2023.

Discussion:

The Spring Lake Recycled Water Project will improve potable water supply sustainability and drought resilience by reducing demands on the potable water system. The availability of recycled water to the Spring Lake area allows for the best match of water quality with the use of that water and would also be an economic development tool for new businesses. The project would replace approximately 200,000 gallons/day of potable water use for landscape irrigation with recycled water. Over time, the use of recycled water in the Spring Lake and Tech Park area is planned to increase to approximately 400,000 gallons/day. Spring Lake developers have previously constructed significant portions of the Spring Lake recycled water pipeline expansion.

Project costs, including 15% construction contingency and soft costs, are approximately \$3,300,000. The estimated project costs fit within the financing plan of the SWRCB Prop 68 loan and grant agreement. The contracted rate structure covers the cost of loan repayment.

Commencing with the date of Project Completion, Woodland must submit annual reports to the State Water Resources Control Board for five consecutive calendar years or until the project's actual total annual recycled water deliveries equals the project's planned total recycled water deliveries.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Clean Water/Water Recycling Funding Program, California State Water Resources Control Board (SWRCB) Installment Sale Agreement and Grant Spring Lake Recycled Water Project No. C-06-8384-110, Agreement No. D2101047.

Prepared by: Tim Busch, Principal Utility Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Funding Agreement
3. City of Woodland_General Opinion Counsel Letter_Draft
4. City of Woodland_Bond Opinion Counsel Letter - Draft

5. Recycled Water Expansion Appendix A

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONSTRUCTION INSTALLMENT SALE AGREEMENT
AND GRANT FOR THE SPRING LAKE RECYCLED WATER PROJECT**

WHEREAS, the California State Water Resources Control Board has approved the application of the City of Woodland for financial assistance through its Clean Water State Revolving Fund program for the planning, design, and construction of its Spring Lake Recycled Water Project (the “Project”) and has authorized funding for the Project, consisting of a loan component in the amount of \$2,282,018 and a grant component in the amount of \$550,000;

WHEREAS, the Construction Installment Sale Agreement and Grant, Spring Lake Recycled Water Project, Project No. C-06-8384-110, Agreement No. D2101047, between the City of Woodland and the California State Water Resources Control Board (the “Agreement”), which is incorporated herein by reference, has been presented to the City Council for its review and approval;

WHEREAS, pursuant to Government Code section 5852.1, the City obtained from its financial advisor, Del Rio Advisors, LLC, good faith estimates of certain information related to the financing, which is shown in Exhibit A attached hereto, and disclosed that information to the public at the meeting of the City Council held on April 5, 2022;

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

Section 1. Authorization to Execute and Deliver Agreement. The City Council hereby approves the Agreement and authorizes and directs the Mayor, the City Manager, the Administrative Services Director, the Finance Director, and the City Clerk (the “Designated Officers”), for and in the name of the City, to execute, and deliver the Agreement in substantially the form presented to the City Council at this meeting, with such changes, insertions, revisions, corrections, or amendments as are approved by the officer or officers executing the Agreement for the City. The execution of the Agreement by a Designated Officer or Officers constitutes conclusive evidence of such officer’s or officers’ and the City Council’s approval of any such changes, insertions, revisions, corrections, or amendments to the form of the Agreement presented to the City Council at this meeting; provided that the funding amounts do not exceed the amounts recited above.

Section 2. General Authorization. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the financing of the Project and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 3. **Effective Date.** This resolution takes effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Exhibit A

Good Faith Estimates

California Government Code Section 5852.1 requires the City of Woodland (“Borrowing Party”) to disclose specified information obtained as a good faith estimate from an underwriter or municipal advisor prior to authorization of the 2022 Installment Sale Agreement (the “2022 ISA”). The Borrowing Party has received such information from a municipal advisor and discloses such information as set forth below.

- (1) Name of Municipal Advisor: Del Rio Advisors, LLC
- (2) City Council Meeting Date: April 5, 2022
- (3) Name of Issue: 2022 Installment Sale Agreement
- (4) The Municipal Advisor has provided to the Borrowing Party the following required good faith estimates relating to the 2022 ISA Financing:
 - a. The true interest cost of the 2022 ISA, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the 2022 ISA (to the nearest ten-thousandth of one percent): 0.550000%.
 - b. The finance charges of the 2022 ISA, which means the sum of all fees and charges paid to third parties: \$13,000.00. This amount is not paid from the proceeds of the 2022 ISA.
 - c. The amount of proceeds received by the public body from the 2022 ISA, less the finance charges of the 2022 ISA described in subparagraph (b), if paid from proceeds of the 2022 ISA, less any reserves or capitalized interest paid or funded with proceeds of the 2022 ISA: \$2,832,018 (consisting of \$2,282,018 in principal amount of the Installment Sale Agreement plus \$550,000 in available grant funding).
 - d. The total payment amount, which means the sum total of all payments the public body will make to pay debt service on the 2022 ISA plus the finance charge of the 2022 ISA described in subparagraph (b) not paid with the proceeds of the 2022 ISA (which total payment amount is calculated to the final maturity of the 2022 ISA): \$2,429,063.96 (\$2,416,063.96 of estimated debt service plus an estimated \$13,000.00 in finance charges not paid from proceeds of the 2022 ISA).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the 2022 ISA, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rate borne by the 2022 ISA and the actual amortization of the 2022 ISA will depend on the actual interest rates borne over time and

the timing of project draws from the Borrowing Party thereon. Market interest rates are affected by economic and other factors beyond the control of the Borrowing Party.

State Water Resources Control Board

March 16, 2022

City of Woodland
Attn: Ken Hiatt, City Manager
300 1st Street
Woodland, Ca 95695

Agreement Number: D2101047
Project Number: C-06-8384-110

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

If you are in agreement with all terms and conditions of the Agreement, please sign and date **two (2) signature** pages; return only the two (2) signature pages – it is not necessary to send the entire Agreement - **no later than thirty (30) calendar days from the date of this letter to:**

Overnight Mail

State Water Resources Control Board
Attention: Amor Moskaira
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

US Mail

State Water Resources Control Board
Attention: Amor Moskaira
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120

In order for the Funding Agreement to be executed by the State Water Board, the following items **must also be returned with the signed signature pages:**

1. Opinion of General Counsel.
2. Bond Counsel Letter.
3. Closing Resolution.

Be aware that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: <http://www.dir.ca.gov/lcp.asp>.

Additional Compliance Requirements:

Davis Bacon Compliance:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

Ms. Moskaira may be contacted at (916) 449-5627 or Amor.Moskaira@waterboards.ca.gov

Once the Agreement is signed by both parties, we will forward an executed copy to you for your records.

Enclosures



CLEAN WATER WATER RECYCLING FUNDING PROGRAM

CITY OF WOODLAND

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION INSTALLMENT SALE AGREEMENT AND GRANT

SPRING LAKE RECYCLED WATER PROJECT

PROJECT NO. C-06-8384-110

AGREEMENT NO. D2101047

PROJECT FUNDING AMOUNT: \$2,832,018

GRANT COMPONENT: \$550,000

ESTIMATED REASONABLE PROJECT COST: \$2,832,018

ELIGIBLE WORK START DATE: JANUARY 1, 2020

ELIGIBLE CONSTRUCTION START DATE: FEBRUARY 22, 2022

CONSTRUCTION COMPLETION DATE: JULY 31, 2024

FINAL REIMBURSEMENT REQUEST DATE: JANUARY 31, 2025

FINAL PAYMENT DATE: JULY 31, 2044

RECORDS RETENTION END DATE: JULY 31, 2060

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. of the Water Code, Section 80147 of the Public Resources Code, and Resolution Nos. 2019-0058, 2019-0064 and 2021-0021.

(b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. 7038, dated April 17, 2018.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the recycled water construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay a portion of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its water enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

(d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board, only if such signatures occur on or before May 14, 2022. Conditions precedent include, but are not limited to the following:

- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
- ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
- iii. For avoidance of doubt, this Agreement shall not take effect unless both the Recipient and the State Water Board execute this Agreement on or before May 14, 2022.

(c) If this Agreement is duly executed by May 14, 2022, in accordance with paragraph 3(b), the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date, except as provided in paragraph 3(d).

(d) If, at any time after the execution of this Agreement by both parties, the State Water Board determines that federal law or guidance requires that the Build America Buy America (BABA) provisions of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), apply to any part of this Project, either party may terminate this Agreement retroactive to the date of execution so that the Recipient is not entitled to any Project Funds under this Agreement; or the parties may amend the Agreement to include the BABA provisions to the extent required by federal law and guidance. If the Agreement is terminated under this paragraph, the Recipient shall promptly return to the State Water Board any Project Funds disbursed under the Agreement.

(e) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS
- v. EXHIBIT E – PAYMENT SCHEDULE
- vi. EXHIBIT F – TAX CERTIFICATE

(f) This Agreement includes the following documents incorporated by reference:

- i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
- ii. the Waste Discharge Requirement Order No. R5-2020-0015 and National Pollutant Discharge Elimination System Permit No. CA0077950;
- iii. the Recipient's Reimbursement Resolution No. 7037, dated April 17, 2018;
- iv. the Recipient's Tax Questionnaire dated January 4, 2022.
- v. the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2021_cwsrf-governmental_entities_public.pdf

(g) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		City of Woodland	
Section:	Division of Financial Assistance		
Name:	Travis Thrasher, Project Manager	Name:	Ken Hiatt, City Manager
Address:	1001 I Street, 16th Floor	Address:	300 1 st Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Woodland, Ca 95695
Phone:	(916) 341-5476	Phone:	(530) 661 - 5800
Email:	travis.thrasher@waterboards.ca.gov	Email:	ken.hiatt@cityofwoodland.org

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

“Code” as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

“Completion of Construction” means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

“Cover Page” means the front page of this Agreement.

“Days” means calendar days unless otherwise expressly indicated.

“Debt Service” means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;

c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of LIBOR, or its successor index, during the 24 months preceding the date of such calculation;

d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;

e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;

f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;

g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

“Deputy Director” means the Deputy Director of the Division.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

“Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

“Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.

“Event of Default” means the occurrence of any of the following events:

- a. Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b. A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c. A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement.
- d. Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e. Failure to operate the System or the Project without the Division’s approval;
- f. Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g. The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h. Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
- i. A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- j. Loss of the Recipient’s rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient’s enterprise by a government agency or court order.

“Final Reimbursement Request Date” means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

“Final Payment Date” is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Guidelines" means the State Water Board's "Water Recycling Funding Program guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are the following:

- Installment Purchase Contract dated February 1, 2011 between the Woodland Finance Authority and the City of Woodland, as supplemented by the Third Supplement Installment Purchase Contract dated December 1, 2021, relating to the Woodland Finance Authority Water Revenue Refunding Bonds, Series 2021 (Green Bonds).
- SWRCB Installment Sale Agreement and Grant for the Industrial Park Recycled Water Project, Project No. C-06-8075-110, Agreement No. D15-01031, dated March 18, 2016.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy and Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means the City of Woodland.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. Recipient's Senior Obligations are the following:

- CDPH Funding Agreement for Funding Under the Safe Drinking Water State Revolving Fund Law and the American Recovery and Reinvestment Act, Agreement No. AR09FP04, dated July 27, 2009. State Water Board is a successor in interest to this agreement.
- CDPH Funding Agreement for a Construction Loan and Grant Under the Safe Drinking Water State Revolving Fund Law, Agreement No. SRF14CX106, dated June 4, 2014. State Water Board is a successor in interest to this agreement.
- CDPH Funding Agreement for a Construction Loan and Grant Under the Safe Drinking Water State Revolving Fund Law, Agreement No. SRF14CX107, dated June 4, 2014. State Water Board is a successor in interest to this agreement.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. They are the following:

- Installment Purchase Agreement dated as of November 1, 2017, by and between the Woodland-Davis Clean Water Agency and the City of Woodland, relating to the Woodland-Davis Clean Water Agency 2017 Subordinate Refunding Water Revenue Bonds (City of Woodland, California), Series A and Second Subordinate Lien Series B.

"System" means all water recycling and/or potable water collection, pumping, transport, treatment, storage, and/or disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF WOODLAND:

By: _____
Name: Ken Hiatt
Title: City Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement.
- (b) The Useful Life of this Project is at least thirty (30) years.
- (c) Purpose.

The Project is for the benefit of the Recipient and has a Useful Life of at least 30 years. The funding under this Agreement shall be used to reduce the dependency on groundwater and treated surface water supply sources by offsetting potable water usage of approximately 109 acre-feet per year (AFY) with recycled water. Recycled water will be delivered to parks, schools, and landscaping in the southeastern portion of the City of Woodland.

- (d) Scope of Work.

The Recipient will construct approximately 9,700 linear feet of 8-inch diameter recycled water main pipeline. The pipeline will connect to an existing recycled water pipeline, owned and operated by the Recipient, and will be extended along E. Gibson Road and Harry Lorenzo Avenue. The Recipient will also construct a 100,000-gallon recycled water storage tank and booster pump.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

- (a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.
- (b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.
- (c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;
- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 Recycled water reports.

- (a) Commencing with the date of Project Completion, the Recipient must submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.
- (b) The Recipient must submit annual reports in hard copy and/or electronically.
- (c) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."

(d) The annual reports must include the following:

- i. The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;
- ii. A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report must include the monthly and total amounts;
- iii. The Project's operation and maintenance costs for the year;
- iv. The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
- v. If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient must provide a brief discussion on its progress toward achieving the remaining system capacity.

A.2.2.5 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for Spring Lake Recycled Water Project has been provided in full or in part by Proposition 68 and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - i. Eligible Work Start Date
 - ii. Eligible Construction Start Date
 - iii. Completion of Construction Date
 - iv. Final Reimbursement Request Date
 - v. Records Retention End Date
 - vi. Final Payment Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than August 1, 2022.
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.
- (h) Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
1	Final Budget Approval Package	N/A	August 1, 2022

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is two million eight hundred thirty-two thousand eighteen dollars and no cents (\$2,832,018.00).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Grant Component.

(a) Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board will make a grant of not to exceed the amount of the Grant Component set forth on the Cover Page of this Agreement.

(b) Upon Completion of Construction, the State Water Board will prepare an alternate payment schedule reflecting this grant.

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,812,492	\$1,812,492
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land/Easements	\$0	\$0
Contingency	\$453,123	\$453,123
Force Account	\$0	\$0
Allowances (Soft Costs)	\$566,403	\$566,403
TOTAL	\$2,832,018	\$2,832,018

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
- (b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.
- (c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.
- (d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
- (e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
- (f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
- (g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
- (h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>, as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
- (h) An event requiring Notice as set forth in Exhibit C;
- (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is two million two hundred eighty-two thousand eighteen dollars and no cents (\$2,282,018.00).

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of zero and fifty-five hundredths percent (0.55%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff

time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations and subordinate to the Senior Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to the State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to at least 125% of the Maximum Annual Debt Service with respect to all outstanding System Obligations, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation, except where the new senior obligation refunds or refinances a senior obligation with the same lien position as the existing senior obligation, the new senior obligation has the same or earlier repayment term as the refunded senior debt, the new senior debt service is the same or lower than the existing debt service, and the new senior debt will not diminish the Recipient's ability to satisfy its SRF obligation(s).

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
- ii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 [Reserved.]

C.2.3 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.4 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.5 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.6 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.8 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.9 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a

certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Policy and Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit

resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

- (a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.
- (b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).

(c) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to travis.thrasher@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov:
 - i. The seizure of, or levy on, any Revenues securing this Agreement;
 - ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov, travis.thrasher@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

- ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
 - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
 - iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
 - v. Draws on the Reserve Fund;
 - vi. Listed Events and Events of Default, except as otherwise set forth in this section;
 - vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
 - ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
 - x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
 - xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to travis.thrasher@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
- i. Material defaults on Material Obligations, other than this Obligation;
 - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
 - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
 - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence;
 - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
 - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
 - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - viii. Rating changes on outstanding System Obligations, if any;
 - ix. Issuance of additional Parity Obligations;
 - x. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
 - xi. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to travis.thrasher@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and

CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:

- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
- vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii);
- ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
- x. Completion of Construction of the Project, and actual Project Completion;
- xi. The award of the prime construction contract for the Project;
- xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses

in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved.]

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at [EPA General Terms and Conditions effective November 12, 2020 or later | US EPA](#).
- vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.

- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.

- c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:
- "During the performance of this contract, the contractor agrees as follows: "(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- "(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*
- "(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- "(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- "(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting*

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

“(f) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- xix. The Recipient agrees to comply with the requirements of USEPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises.
- xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act’s implementing regulations at 49 CFR 24.101 through 24.105.
- xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA’s Central Data Exchange, it will ensure that any connections are secure.
- xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxvi. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

xxvii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxviii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

xxix. The Recipient certifies that no Project Funds will be used on:

- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- b. Telecommunications or video surveillance services produced by such entities;
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
- d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).

EXHIBIT D – SPECIAL CONDITIONS

Technical:

1. The Recipient must develop and adopt a Fiscal Sustainability Plan by December 31, 2023. Final disbursement of the Project will not be processed until the plan is received by the Division of Financial Assistance.
2. The Recipient must submit proof of submittal of the amended Title 22 Engineers Report to Division of Drinking Water prior to construction funds being disbursed. The Final Budget Approval will not be issued without receipt of this submittal.
3. The Recipient must submit a copy of the revised Waste Discharge Requirements (including reclamation requirements) with the Project Completion Report. Final disbursement of the Project will not be processed until the notice is received by the Division of Financial Assistance.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Informal Consultation letter (reference number: 08ESMF00-2021-I-0396-1) dated March 16, 2021, from Michelle Havens of the United States Fish and Wildlife Service, Sacramento Valley Division (USFWS) to Douglas Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Conservation Measure 1.
 - b. The Mitigation Monitoring and Reporting Program, dated November 2018, adopted by the City of Woodland on November 6, 2018, for the Project. The Recipient shall implement all mitigation measures therein.
2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board and USFWS.

REPORTING TO THE STATE WATER BOARD

1. In the Recipient's Progress Reports and the Project Completion Report, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with all environmental measures identified in this Exhibit D, with separate sections clearly labeled with section titles, discussing the status of Recipient's compliance with:
 - a. USFWS Conservation Measure 1 for impacts to giant garter snake (*Thamnophis gigas*)
 - b. Mitigation Measures BIO-1 through BIO-2 for Biological Resources
 - c. Mitigation Measures CUL-1 through CUL-5 for Cultural Resources

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

California CWSRF Payment Schedule

Principal is paid over: 20 Years
Interest rate: 0.55000%

Project No. 8384-110 - Woodland, City of
Agreement: D2101047 - based on Actual + Projected Disbursements

Spring Lake Recycled Water Project

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate%	Interest Payment	Total P and I Payment	Total Payment	Ending Balance	CPI Interest
1	7/31/2025		108,279.74	0.550	12,523.46	120,803.20	120,803.20	2,173,738.26	0.00
2	7/31/2026		108,847.64	0.550	11,955.56	120,803.20	120,803.20	2,064,890.62	0.00
3	7/31/2027		109,446.30	0.550	11,356.90	120,803.20	120,803.20	1,955,444.32	0.00
4	7/31/2028		110,048.26	0.550	10,754.94	120,803.20	120,803.20	1,845,396.06	0.00
5	7/31/2029		110,653.52	0.550	10,149.68	120,803.20	120,803.20	1,734,742.54	0.00
6	7/31/2030		111,262.12	0.550	9,541.08	120,803.20	120,803.20	1,623,480.42	0.00
7	7/31/2031		111,874.06	0.550	8,929.14	120,803.20	120,803.20	1,511,606.36	0.00
8	7/31/2032		112,489.37	0.550	8,313.83	120,803.20	120,803.20	1,399,116.99	0.00
9	7/31/2033		113,108.06	0.550	7,695.14	120,803.20	120,803.20	1,286,008.93	0.00
10	7/31/2034		113,730.15	0.550	7,073.05	120,803.20	120,803.20	1,172,278.78	0.00
11	7/31/2035		114,355.67	0.550	6,447.53	120,803.20	120,803.20	1,057,923.11	0.00
12	7/31/2036		114,984.62	0.550	5,818.58	120,803.20	120,803.20	942,938.49	0.00
13	7/31/2037		115,617.04	0.550	5,186.16	120,803.20	120,803.20	827,321.45	0.00
14	7/31/2038		116,252.93	0.550	4,550.27	120,803.20	120,803.20	711,068.52	0.00
15	7/31/2039		116,892.32	0.550	3,910.88	120,803.20	120,803.20	594,176.20	0.00
16	7/31/2040		117,535.23	0.550	3,267.97	120,803.20	120,803.20	476,640.97	0.00
17	7/31/2041		118,181.67	0.550	2,621.53	120,803.20	120,803.20	358,459.30	0.00
18	7/31/2042		118,831.67	0.550	1,971.53	120,803.20	120,803.20	239,627.63	0.00
19	7/31/2043		119,485.25	0.550	1,317.95	120,803.20	120,803.20	120,142.38	0.00
20	7/31/2044		120,142.38	0.550	660.78	120,803.16	120,803.16	0.00	0.00
			2,282,018.00		134,045.96	2,416,063.96	2,416,063.96		0.00

EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

F.25 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448

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Washington, DC
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[Closing Date]

State Water Resources Control Board
Division of Financial Assistance
Attn: Amor Moskaira
1001 I St., 16th Floor
Sacramento, CA 95814

Re: City of Woodland ("City") – Construction Installment Sale Agreement for
Spring Lake Recycled Water Project – Project No. _____ ("Project") –
Agreement No. [_____] ("Agreement")

Ladies and Gentlemen:

This firm serves as City Attorney to the City in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the City. In connection therewith, we have examined the laws pertaining to the City, copies of the Agreement, between the City and the State Water Board ("Agreement"), the City's reimbursement resolution No. 7037 adopted April 17, 2018, the City's authorizing resolution No. 7038 adopted April 17, 2018, and the City's rate-setting ordinance adopted on April 4, 2017 (collectively, "the Resolutions"), the City's debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the City.

As used in this opinion, the phrase "the best of our knowledge and based upon a reasonable investigation" means knowledge as we have obtained from (i) the incumbency and signature



certificate of the City, (ii) the representations and warranties contained in each of the documents covered under this opinion by the City, and (iii) knowledge of facts or other information currently known to lawyers in this office who have performed legal services for the City.

Based on the foregoing, it is our opinion that:

- a. The City, a public agency duly organized, validly existing under the laws of the State of California and has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.
- b. The Resolutions have been duly adopted at meetings of the City which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolutions were adopted. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.
- c. To the best of our knowledge and based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the City to be taken by the City in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the City prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.
- d. To the best of our knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the City or any amendments thereto, (ii) the ordinances of the City, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the City is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.
- e. To the best of our knowledge and based upon a reasonable investigation, the City has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project, and to the best of our knowledge and based upon a reasonable investigation the Project property rights extend in perpetuity.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

f. *Kessner et al. v. City of Santa Clara et al.* (Santa Clara Co. Sup. Ct. Case Number: 20CV364054) (“Kessner”) is a Proposition 218 lawsuit that was initiated against over 80 public agencies in early 2020. The City is currently a named defendant in Kessner. To the best of our knowledge and based upon a reasonable investigation, other than *Kessner v. City of Santa Clara* discussed above, there is no other action, suit, proceeding, inquiry or investigation before any court, or by any federal, state, municipal or other governmental authority pending or threatened against or affecting the Project or the City’s water system (the “System”), or the assets, properties, or operations of the City relating to the System, which, if finally determined adversely to the City or its interests would result in any material change in the assets or financial condition of the City, the Project, or the System; and the City is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency, which default might have consequences that would materially and adversely affect the financial condition of the City, the Project, or the System.

g. Without having undertaken any independent investigation as to the accuracy or completeness of information submitted in connection with the Agreement and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the City’s authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

h. The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors’ rights generally and to the application of equitable principles, if equitable remedies are sought.

We disclaim any obligation to supplement this opinion letter with regard to events occurring or coming to our attention after the date hereof. The opinions herein are limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated. Specifically, without limitation, we do not express herein any opinion as to:

- (1) Any matter governed by any laws other than the laws of the State of California or the laws of the United States of America;
- (2) Federal tax matters, federal or state securities or blue-sky laws; or
- (3) The validity and enforceability of any liquidated damages provisions.

No attorney-client relationship exists between you and us. No party other than those to whom this opinion is specifically addressed may rely on the opinions contained herein without our



express written authorization to do so. As City Attorney to the City in this matter, we have not rendered financial advice to the City and do not represent by this opinion, or otherwise, that we reviewed or made any assessment about, nor do we express any opinion about, the ability of the City to pay debt service or amounts due under the Agreement.

The opinions expressed herein may be affected by actions which may be taken (or not taken) or events which may occur (or not occur) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or occur or are not taken or do not occur.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

January __, 2022

State Water Resources Control Board
Division of Financial Assistance
Attn: Amor Moskaira
1001 I Street, 16th Floor
Sacramento, CA 95814

Re: City of Woodland – Spring Lake Recycled Water Project
Project No. _____ -- Agreement No. _____
(Opinion as Bond Counsel to the City)

Ladies and Gentlemen:

We serve as bond counsel to the City of Woodland (the “City”) for the City’s water system financings. This opinion is delivered to the State Water Resources Control Board (“State Water Board”) at the request of the City in connection with the execution and delivery of the Construction Installment Sale Agreement and Grant (Agreement No. _____) dated as of _____, 2022, between the City and the State Water Board (the “Installment Sale Agreement”). Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Installment Sale Agreement.

In that connection, we have been furnished with and have examined copies of (1) the Installment Sale Agreement, (2) Resolution No. _____ authorizing the execution and delivery of the Installment Sale Agreement, adopted by the City Council on _____, 2022; (3) Resolution No. 7037 declaring the City’s intention to reimburse expenditures, adopted by the City Council on April 17, 2018; (4) transcripts of the issuance and sale documents related to each of the Senior Obligations, Parity Obligations, and Subordinate Obligations, (5) the City’s tax questionnaire dated December 31, 2018; (6) certificates of the City regarding compliance with Section 5.4 (A) (Additional Contracts and City Revenue Bonds – Debt Service Feasibility) of the Installment Purchase Contract dated February 1, 2011, between the Woodland Finance Authority and the City, and Section 309 (Issuance of Senior Obligations) of the Installment Purchase Agreement dated as of November 1, 2017, between the Woodland-Davis Clean Water Agency and the City, and the attached Coverage Reports of Del Rio Advisors LLC, and (7) such other documents, records, and matters of law as we have considered necessary to render the opinions set forth below.

In rendering this opinion, we have made the assumption that all documents submitted to or reviewed by us are accurate and complete and, if not originals, are true and correct copies of originals. As to questions of fact material to this opinion letter, we have relied upon the representations of the City contained in the Installment Sale Agreement, other representations and information supplied to us by the City and its officers, employees, and representatives, and upon representations and certificates of various public officials. In the course of our representation, nothing has come to our attention that caused us to believe that any of the factual representations upon which we have relied are not true, but we have made no other factual investigations.

When used herein, the phrase “to our current actual knowledge” means that, during the course of our representation of the City, no information that would give us current actual

knowledge of the inaccuracy of such statements has come to the attention of those attorneys in the firm who have rendered legal services in connection with the representation described in the introductory paragraph of this opinion letter. However, we have not undertaken any independent investigation or inquiry to determine the accuracy of such statements other than inquiries of officers of the City. Any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the City, either past or present.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, it is our opinion that:

1. The Installment Sale Agreement has been duly authorized and executed by the City and, assuming the due authorization, execution, and delivery thereof by and its enforceability against the State Water Board, the Installment Sale Agreement is a legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or other laws relating to or affecting the enforcement of creditors' rights generally; by the application of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith, and fair dealing, regardless of whether considered in a proceeding in equity or at law; the possible unavailability of specific performance or injunctive relief; and by the limitations imposed on actions against governmental entities in the State of California.

2. The execution and delivery by the City of the Installment Sale Agreement and compliance with the provisions thereof by the City, to our current actual knowledge, do not result in the breach of any of the provisions of, or constitute a default (with due notice or the passage of time or both) under, any bond, debenture, note, or other evidence of indebtedness or any material contract, agreement or lease to which the City is a party or by which it or its properties are otherwise subject or bound.

The opinions set forth above are further qualified as follows:

(a) Our opinions are limited to the matters expressly set forth herein and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

(b) We are licensed to practice law in the State of California; accordingly, the foregoing opinions only apply insofar as the laws of the State of California and the United States may be concerned, and we express no opinion with respect to the laws of any other jurisdiction.

(c) We disclaim any obligation to update this opinion for events occurring after the date hereof or any new facts or information that may become known to us after the date of this opinion.

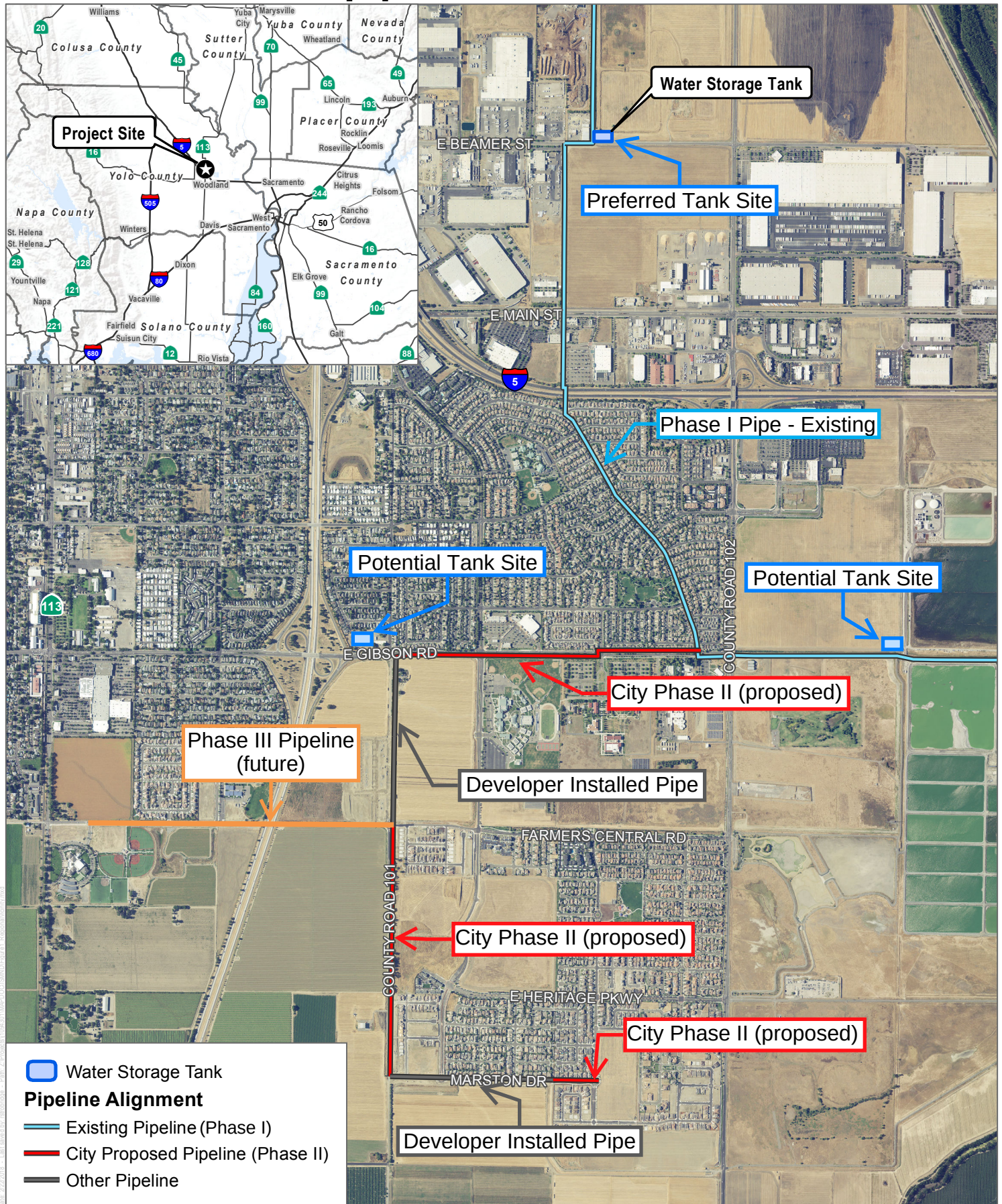
This letter is furnished by us as bond counsel to the City. No attorney-client relationship has existed or exists between our firm and the State Water Board in connection with the Installment

Sale Agreement or by virtue of this letter. This letter is delivered to the State Water Board solely for its benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided that the State Water Board may disclose this letter if such disclosure is required by law, including pursuant to the California Public Records Act.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD,
A Professional Corporation

Appendix A



SOURCE: USDA NAIP Imagery (2016); Yolo County GIS (2008)

FIGURE 1

Project Location Map

Woodland Recycled Water Pipeline Project



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: G.17
SUBJECT: Velocity Island Park - Fifth Amendment to Ground Lease

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Fifth Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

Staff Contact:

Erika Bumgardner, Business Development Liaison, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

There is no General Fund impact that would result from the ground lease amendment

Background:

On February 5, 2013, the City Council approved a ground lease agreement with Love Ride, Inc. for the development and use of approximately 15 acres of City-owned land formerly referred to as Dubach Stormwater Detention Facility (APN 027-340-002 & 027-270-078). Love Ride, Inc. completed their renovation of the property into a wakeboarding facility and opened Velocity Island Park in July of 2014.

Love Ride, Inc. has successfully operated Velocity Island Park and has continued to make investments in the facility to expand its utilization. Most recently, Love Ride, Inc. added an event space to provide a venue for special events. With the pandemic subsiding, the owners have seen an increased interest in rental of the event venue, particularly for weddings and corporate gatherings. The Ground Lease and ABC License currently allows for the sale and consumption of beer and wine on the premises. Interested parties looking to rent the facility for special events have expressed the desire to be able to serve distilled spirits in addition to beer and wine. To accommodate these requests, Love Ride, Inc. has requested the City consider an amendment to the Ground Lease to allow them to obtain a Type 47 On-Sale General Eating Place license from the State of California, Department of Alcohol and Beverage Control (ABC).

Discussion:

Since initial operation, Love Ride, Inc. has managed and operated the facility with very few incidents. Particularly, with the additional provision of beer and wine sales / consumption at the facility, the owners have demonstrated strict compliance with the conditions of the Lease and license. Staff consulted with the Police Department, who confirmed the owner's diligence in implementing measures to ensure a safe and compliant operation of the park. The Chief of Police met with the owners to review their request and communicated that the Department has no objection to the requested amendment.

Staff recommends the City Council approve the proposed Fifth Amendment to the Ground Lease to allow for Love Ride, Inc. to obtain a Type 47 On-Sale General Eating Place License which will permit the sale and consumption of beer, wine, and distilled spirits on the premises subject to the conditions of the lease and the license.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Fifth Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.



Ken Hiatt
City Manager

Attachments:

1. WOODLAND_ Resolution Approving FifthAmendment to VIP Ground Lease-4.5.22
2. Fifth Amendment to Ground Lease Agreement - Velocity Island Park

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT
TO GROUND LEASE AGREEMENT WITH LOVE RIDE, INC.**

WHEREAS, the City and Love Ride, Inc. entered into a Ground Lease Agreement (“Lease”) and First Addendum on April 8, 2013, for a portion of City Property located at 755 North East Street in the City of Woodland, as described more fully in the Ground Lease, for purposes of developing and operating a cable tow recreational water park facility known as Velocity Island Park; and

WHEREAS, Love Ride, Inc. has successfully maintained and operated Velocity Island Park for recreational purposes with no major health and safety issues or concerns for approximately eight years; and

WHEREAS, the City and Love Ride, Inc. entered into a First Amendment to the Lease in March 2015 to adjust Love Ride’s required insurance; and

WHEREAS, the City and Love Ride, Inc., entered into a Second Amendment to the Lease on June 16, 2015, allowing beer and wine sales at The Black Pearl Grill located within the Velocity Island Park, which requires a Type 41 On-Sale Beer and Wine license from the California Department of Alcohol Beverage Control; and

WHEREAS, the Second Amendment to the Ground Lease approved the construction of an approximately 75 foot by 100 foot skateboard park adjacent to the sandy beach area located near the northeast corner of the site just south of the parking lot; and

WHEREAS, the Third Amendment to the Ground Lease approved beer and wine sales located within the defined areas of Velocity Island Park, expanded the hours of operation to 10 pm, and allowed the Community Development Director to determine the significance of a Special Event and requirements for such an event at the Park.

WHEREAS, the Fourth Amendment to the Ground Lease approved the installation and operation of a floating aqua park and dedicated swim area to the facility.

WHEREAS, the Tenant desires to further amend the Lease to upgrade the allowed ABC license privileges to a type 47 On-Sale General Eating Place license.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby determines that the Fifth Amendment to the Lease Agreement is exempt from further CEQA review under CEQA Regulations 15061(b)(3), 15301, and 15303, and authorizes the City Manager to execute the Fifth Amendment to the Ground Lease Agreement with Love Ride Inc. for

Velocity Island Park (Exhibit A), to allow Tenant to apply for, and if approved by, obtain a type 47 On-Sale General Eating Place license.

PASSED AND ADOPTED by the City Council of the City of Woodland this 5th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez
City Clerk

Ethan Walsh
City Attorney

Exhibit A, Fifth Amendment

**CITY OF WOODLAND
FIFTH AMENDMENT TO GROUND LEASE AGREEMENT
(Velocity Island Park)**

This Fifth Amendment to Ground Lease Agreement (“**Fifth Amendment**”) is made as of April 5, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“**City**”) and LOVE RIDE INC., a Delaware corporation d/b/a Velocity Island Park (“**Tenant**”). City and Tenant are sometimes collectively referred to herein as the “**parties**.”

RECITALS

A. City and Tenant entered into a Ground Lease Agreement (“**Lease**”) and an Addendum to the Lease as of April 8, 2013, for a portion of City Property generally located at 755 North East Street in the City of Woodland, and more specifically identified as Yolo County Assessor’s Parcel Numbers 027-340-002 and 027-270-078, as described more fully in the Lease and which is referred to as the Leased Land; and

B. The City and Tenant amended the Lease (“**First Amendment**”) on or around March 3, 2015, to reduce the general liability insurance required from Five Million Dollars to Three Million Dollars (\$3,000,0000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies; and

C. The First Amendment also added Section 6.9 to the Lease, requiring that Tenant provide certain audits, safety reports, testing reports, OSHA complaints, and other records relating to its use of the Leased Land to City within specified time periods; and

D. The Second Amendment also amended Section 2 of the Lease, permitting the Tenant to include an on-site restaurant and a skateboard park; and

E. The Second Amendment also replaced Section 2.3 of the Lease requiring the tenant to Comply with City’s Conditions and CEQA Mitigation Measures; and

F. The Second Amendment also added Section 12.1.4 of the Lease, which required the Tenant to maintain occurrence version liquor liability insurance or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies; and

G. The Second Amendment amended Sections 1 and 25 of the Conditions of Approval of the Planning Conditions as approved on June 16, 2015; and

H. The parties subsequently amended the Lease by the Third Amendment, which amended Sections 23, 24, and 25 of the Conditions of Approval of the Planning Commission as approved on August 8, 2015; and

I. On May 17, 2016, the Fourth Amendment to the Lease was executed to allow Tenant to install and operate a floating aqua park and dedicated swimming area.

J. Tenant has successfully maintained and operated a cable park at the Leased Land, known as “Velocity Island Park,” for recreational purposes with no reported health and safety issues or concerns for approximately eight years; and

K. Tenant desires to further amend the Lease to permit Tenant to upgrade the ABC license privileges to a type 47 On-Sale General Eating Place license.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Tenant hereby agree as follows:

2. Amendment to Exhibit “A” Conditions of Approval. Conditions of approval number 24 of the Conditional Use Permit Conditions of Approval, as set forth in Exhibit B of the Lease, is hereby amended to read as follows:

24. Beer, wine, and distilled spirits sales and consumption shall be allowed within the fenced/leased portion of the wakeboard park, including the beach, island, silo event space, and café/grill patio area. All sales and consumption of alcohol shall occur during wakeboard park and/or café/grill operating hours up to 12 AM. During hours that alcohol is being served, owner shall provide security to monitor premises, including the parking lot which shall have a zero tolerance standard for possession or consumption of alcohol strictly enforced.

Appropriate safety precautions shall be adhered to including but not limited to, ID checks to ensure minors are not served alcohol and rider/aqua park wristbands shall be cut upon ordering alcohol from the café/grill or silos event space, after which time, a new wristband shall not be issued. Applicant shall comply with all provisions and requirements of Department of Alcoholic Beverage Control including obtaining a Type 47 On-Sale General Eating Place license prior to sales. Applicant shall also comply with the requirements for on-sale liquor establishments not within the Central Business District Zone (Zoning Ordinance Section 25-21-70 (c)(2)). Sales of alcohol outside of these provisions may only occur through the issuance of a Special Events Permit.

If issues pertaining to the sale or consumption of alcohol should arise, either through reported incidence or upon inspection/monitoring by the City, the City shall have the ability to require additional security and/or safety measures pertaining to the sale or consumption of alcohol or may, at its discretion, restrict the areas where alcohol may be sold or consumed.

3. General Provisions.

A. Authority to Enter Fifth Amendment. Each party represents to the other that the person executing this Fifth Amendment has the requisite power and authority to execute this Fifth Amendment and to bind each respective party.

B. Execution in Counterparts. This Fifth Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

C. No Other Changes to Agreement. Except as expressly amended by this Fifth Amendment, all terms and conditions set forth in the Lease, the Addendum, the First Amendment, the Second Amendment, Third Amendment, and the Fourth Amendment, not otherwise amended herein, shall remain in full force and effect.

D. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, this Fifth Amendment is executed by the Parties as of the date set forth below (the "Effective Date").

LANDLORD:
CITY OF WOODLAND,
a California municipal corporation

TENANT:
LOVE RIDE INC.,
a Delaware corporation

By: _____
Ken Hiatt
City Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Attest:

By: _____
Ana B. Gonzalez
City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: H.18
SUBJECT: Final District Map for Adoption

Recommendation for Action: Staff recommends that the City Council:

1. Hold a public hearing and receive public input on Final City Council District Map; and
2. Adopt Ordinance No. 1683, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

Background:

Every ten years, cities with district elections must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. Additionally, the Fair Maps Act requires that, to the extent practicable, district lines will be adopted using the following ranked order criteria:

1. geographically contiguous districts (each city council district should share a common border with the next)
2. the geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division
3. the geographic integrity of a city shall be respected in a manner that minimizes its division
4. easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.)
5. lines shall be drawn to encourage geographic compactness. In addition, boundaries shall not be drawn for purposes of favoring or discriminating against a political party.

The redistricting process for the City of Woodland must be completed, pursuant to state law, by April 17, 2022.

Advisory Redistricting Commission

At the June 1, 2021 Council meeting, the City Council approved the formation of the Advisory Redistricting Commission (ARC) to draft and submit preliminary council district map(s) for the Council's consideration.

Since its formation, the ARC conducted six community workshops and held two public hearings to receive public comments on communities of interest and draft district maps. In developing their recommendation, the ARC received and evaluated more than a dozen proposed maps submitted by community members (attached). The Commission also engaged with the Teen Advisory Board and received questions and input from these youth on the district boundaries. The ARC reviewed the comments and proposed maps received during the outreach and at their March 2, 2022 meeting voted to unanimously recommend a Draft Map to the City Council.

Discussion:

At their March 15, 2022 meeting the City Council held a public hearing to receive comments on the proposed map and provide direction / take action on a final map. The Council ultimately voted to approve a map referred to as Community Submission 11 which had many similarities to the ARC's recommended map with a few differences to the boundaries, particularly Districts 4 and 5 (Attachment 2). These boundary differences

provide balanced distribution of population that factors in projected future growth in District 5 as well as more simplified district boundary lines.

TABLE: SUMMARY OF FINAL DISTRICT MAP

District	Total Population	Target Deviation	Target Deviation %	% Voting Age Latino/Hispanic	Affected Population from Current District
District 1	11,806	-400	-3.28	40.35	0
District 2	12,191	-15	-0.12	40.09	1,396
District 3	12,581	375	3.07	52.45	235
District 4	12,673	467	3.83	51.23	2,036
District 5	11,781	-425	-3.48	38.05	5,921

If approved as part of the hearing on April 5, 2022, the attached City Council District Map will establish the new district boundaries. The City Clerk will transmit the Ordinance and the new Council District Map to the Yolo County Board of Supervisors and Elections Office prior to the April 17th deadline.

Conclusion:

Staff recommends that the City Council:

1. Hold a public hearing and receive public input on Final City Council District Map; and
2. Adopt Ordinance No. 1683, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

Prepared by: Ana B. Gonzalez, City Clerk



Ken Hiatt
City Manager

Attachments:

1. Ord_1683 approving Redistricting Final Map
2. FinalRedistrictingMap

ORDINANCE NO. 1683

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES, AS REFLECTED IN THE ATTACHED MAP

WHEREAS, the United States Census Bureau is required by Article I, Section 2, of the United States Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, California Elections Code § 21601 requires that following each decennial federal census, and using that census as a basis, the Council shall, by ordinance or resolution, adjust the boundaries of any or all of the Council election districts of the City so that the districts shall be substantially equal in population as required by the United States Constitution, California Constitution, and the Federal Voting Rights Act. In establishing the boundaries of the districts the Council must give consideration to the following factors in the following priority: (a) contiguity of districts, (b) respecting communities of interest, (c) drawing easily identifiable districts through use of natural or artificial boundaries and (d) compactness of territory in districts; and

WHEREAS, California Elections Code § 21602 requires that the Council adopt an ordinance amending Council districts no later than April 17, 2022; and

WHEREAS, on September 27, 2021, the Census Bureau sent 2020 Census data to the State of California with an official population estimate of 61,032 residents for the City of Woodland; and

WHEREAS, the Advisory Redistricting Commission for the City of Woodland (the ARC) held six community workshops and two public hearings on October 12, 2021 and February 24, 2022, and the City Council of City of Woodland held two public hearings on March 15, 2022 and April 5, 2022, where the ARC and the Council heard public testimony, and directed staff to prepare draft Council district maps for consideration; and

WHEREAS, at the March 15, 2022 public hearing, the City Council agreed on the proposed Map, designating it as the preferred map and directing that it be introduced and adopted by ordinance; and

WHEREAS, at each of the public hearings on redistricting, the Council considered, and provided opportunity to the public to give testimony on, issues relating to “communities of interest,” which led the Council to reach the following determinations about communities of interest on the preferred map, as required under federal and state law:

- (1) The election districts are geographically contiguous. The districts are arrayed in a simple and logical form without any islands and with minimal intrusions from the area of one district into another;

- (2) To the extent practicable, the preferred map respects the geographic integrity of local neighborhoods and local communities of interest.
- (3) The election districts are easily identifiable and understandable by residents. The districts in the preferred map form a relatively simple pattern.
- (4) To the extent practicable, the election districts are geographically compact. Their configurations for the most part are compact, simple shapes, with nearby populations included in the same districts.
- (5) The election districts are balanced in terms of total population and voting age population. The districts are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.
- (6) The election districts conform to concentration of minority voters. The preferred map creates two majority/minority voting districts; and

WHEREAS, all information in the staff reports, maps, presentations, Council discussion and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

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

Section 1. This Ordinance is adopted following four noticed public hearings as required by California Elections Code section 21607.1.

Section 2. City Council elections shall continue to be conducted "by districts" in five districts as set forth in Exhibit A. The term "by district" shall mean election of members of the legislative body by voters of the district alone, as provided in Government Code Section 34871(d).

Section 3. The district boundaries established as set forth in Exhibit A shall replace and supersede the district boundaries established by City Council Ordinance No. 1561.

Section 4. The City Manager is directed to take all necessary steps to give effect to this Ordinance. If necessary to facilitate the implementation of this Ordinance, the City Manager or his or her designee is authorized to make technical adjustments to the election district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Manager shall consult with the City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

Section 5. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Yolo County Registrar of Voters for use in subsequent Woodland City Council Elections.

Section 6. If any section, subsection, subdivision, sentence, or clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective

Section 7. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Woodland, pursuant to all legal requirements.

INTRODUCED at a regular meeting of the City Council held on the 15th day of March, 2022 and **PASSED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of April, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

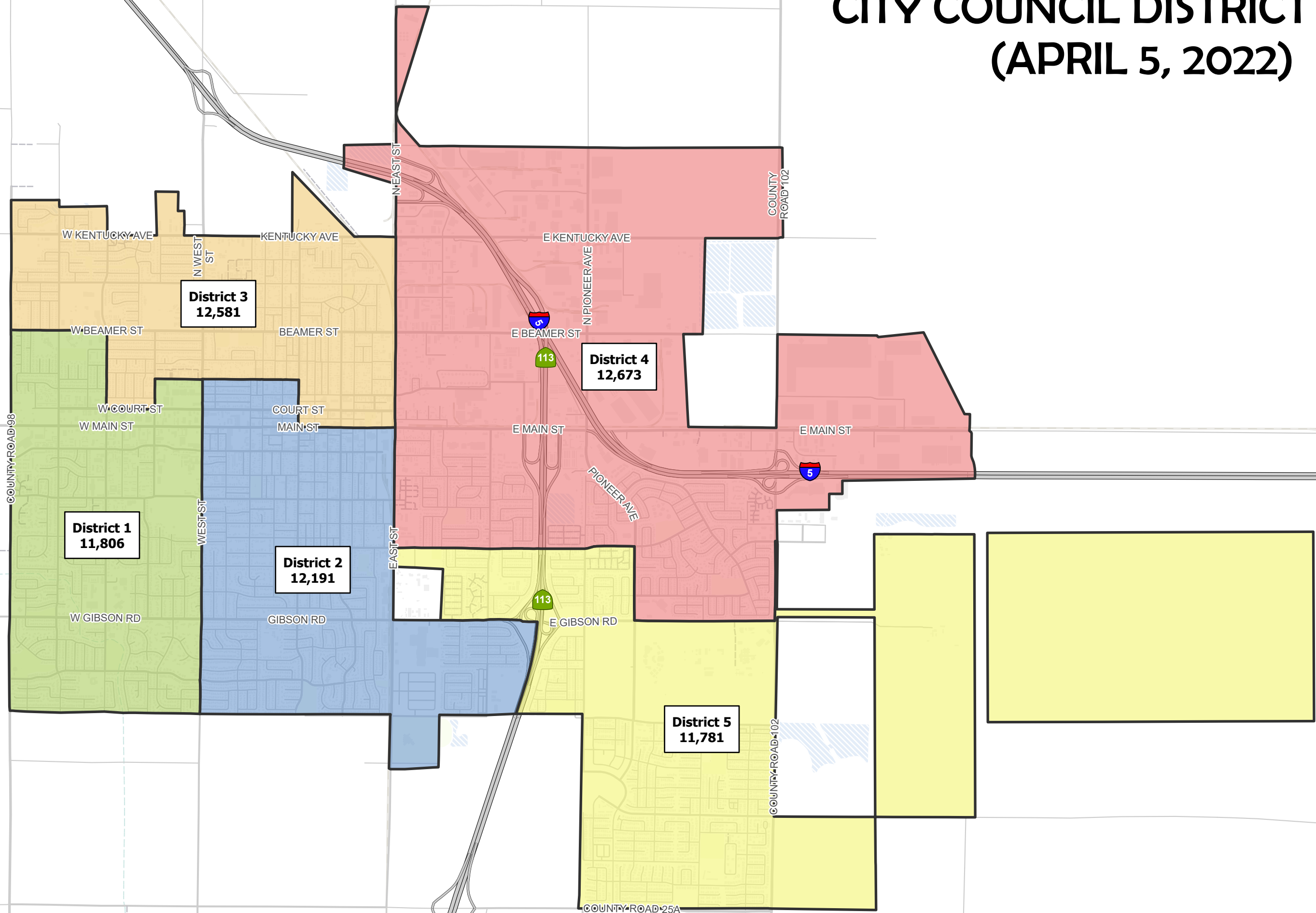
Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Attachment: Exhibit A – City Council District Map (April 5, 2022)

CITY COUNCIL DISTRICT MAP

(APRIL 5, 2022)





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: I.19
SUBJECT: Grant Agreement - Boys and Girls Club

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Grant Agreement to provide City funding for a Woodland Branch of the Boys and Girls Club contingent on approval of matching funding from Yolo County and appropriating \$1,400,000 in General Fund reserve balances.

Staff Contact:

Ken Hiatt, City Manager, (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:

The City will provide up to \$700,000 to be used for the initial start-up and three years of operational expenses for the Woodland Branch of the Boys and Girls Club. The City has submitted a request to Yolo County to match this commitment. If approved, the County would allocate their funding to the City through a sub-recipient or similar agreement. All funds would then be disbursed by City over a three year period as outlined in the Agreement.

The City was allocated \$11.1 million in American Rescue Plan Act (ARP) funding from the federal government. A significant portion of this funding (\$10 million) can be used by the City to pay for general government functions, which has, in turn, created some limited-term and one-time funding flexibility in the City's General Fund. The proposed allocation of funding is consistent with the ARP spending plan review and approved by the City Council at their March 15th meeting. The funds for this project will be allocated from the General Fund reserve balance, and an appropriation of this money is recommended.

Council Goals

The proposal implements a key quality of life strategy identified in the 2022/23 City Council Priority Goals and Strategic Actions that calls for providing opportunities for youth to thrive.

Background:

The former Cross Court Fitness Club at 433 West Court Street was recently purchased by a local family with a vision of establishing a youth center serving children within the Woodland community. The family has since entered into an agreement with the Boys and Girls Club of Greater Sacramento to gift the facility to the organization with a commitment to operate a Woodland Branch Clubhouse. In addition, the family is overseeing and funding the conversion and renovation of the facility which is nearly complete.

The Boys and Girls Club anticipates receiving title to the property in May 2022 and is planning to open the Clubhouse by late Summer. To establish a new Charter, the Boys and Girls Club of America requires demonstration of funding commitments to establish and sustain the operation of the Clubhouse for the initial three years. The local family who purchased the property approached the City in 2021 to inquire regarding potential funding support for operation of the Clubhouse. Given the compelling need and immediate impact the Clubhouse would have in supporting youth in the community, the City has indicated strong interest in providing funding for the project. To this end, the City Council has included funding in its American Rescue Plan spending plan and submitted a request to the County that they consider matching the City's commitment to the project.

Discussion:

The Boys and Girls Club of Greater Sacramento is a well established non-profit organization and affiliated with the national organization who's mission is to provide young people with a sense of belonging, usefulness, influence and competence. The Boys and Girls Club focuses on reaching into the most vulnerable neighborhoods to provide a safe place for youth to learn, grow and be hopeful about their future despite the adversity and challenges they are facing. Daily programs focus on three critical areas of youth development:

- Academic Success and Career Readiness
- Good Character and Leadership
- Healthy Behaviors and Lifestyle choices

The attached proposal outlines the Boys and Girls Club approach to serving youth and includes a summary of the specific programs and services that will be provided at the Woodland Branch. The Woodland Clubhouse amenities that are currently under renovation and will support these programs include:

- 2 Technology Hubs
- Library
- Art Room
- Café
- Dedicated Teen Space
- 2 Games Rooms
- 2 Gymnasiums
- Squash Court
- Racquetball Court
- Outdoor Sports Area

The project would not be possible without the generous private donation of over \$2,100,000. The facility, upon completion of renovation, is scheduled to be deeded to the Boys and Girls Club of Greater Sacramento. This is anticipated to occur in early May. The proposed grant with the City would provide the necessary funding to cover the start-up costs, the first year of operating expenses, and approximately 2/3rds of the annual operating costs for years 2 and 3. The remaining funding needed will be raised through a private fundraising led by the Boys and Girls Club.

Staff is requesting Council authorization to enter into an agreement with Boys and Girls Club that includes the following terms, contingent on the County's approval of matching grant funds:

- City will provide \$700,000 in funding, with a match of \$700,000 from Yolo County, to assist with initial start-up and three years of operating expenses
- The funds will be disbursed annually, with initial \$600,000 disbursed in two payments - \$300,000 upon receipt of title to the property and \$300,000 upon opening of the Clubhouse
- Funding for years 2 and 3 will be disbursed at the first and second anniversary date of initial opening in the amount of \$400,000
- Funding for years 2 and 3 is contingent on Boys and Girls Club securing additional funding support necessary to sustain full operation for the coming year

- Boys and Girls Club to own, maintain, and operate the Clubhouse for purpose of delivering programs to support Woodland youth ages 6-18 years of age
- Programs shall be scaled to accommodate an average on-site daily attendance of approx. 150 youth and teens
- Clubhouse will operate year-round, 5-days a week (with exception of holidays)
- Clubhouse will provide after-school programs during the hours of 2:00pm – 6:00pm as well as summer camps scheduled in accordance with the school district's calendar
- Boys and Girls Club to pursue program partnerships with other local youth serving organizations
- Annual program and financial reports shall be submitted to the City
- City provided access to Clubhouse for community programs and events when not in use by Boys and Girls Club

If approved, it is anticipated that the Clubhouse will be ready to open by September of 2022.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Grant Agreement to provide City funding for a Woodland Branch of the Boys and Girls Club contingent on approval of matching funding from Yolo County and appropriating \$1,400,000 in General Fund reserve balances.



Ken Hiatt
City Manager

Attachments:

1. Woodland Project Proposal 3.10.22
2. Resolution - Boys and Girls Club Grant Agreement
3. Boys Girls Club Grant Agreement



GREAT FUTURES START **HERE.**

When the bell rings at the end of each school day, thousands of children transition from the classroom into their out-of-school routines. For some, this means heading home where they are met by a parent who offers a snack, helps them with homework, and drives them to soccer practice or piano lessons. But for too many children in our communities, after school options are far less certain, stable or safe.

Providing Great Futures for over 26 years

Sacramento was the last capital city in the United States to open a Boys & Girls Club. Spearheaded by Fred Teichert, the Sacramento organization was incorporated in October 1993. What began as a way to support thousands of youth who had no place to go after school, to combat juvenile crime, and meet the needs of our most at risk kids, the Boys & Girls Club continues to be a beacon of hope and home away from home for thousands of young people, ages 6-18, each year.

The Boys & Girls Clubs of Greater Sacramento continues its strong history because we remain rooted in the Youth Development Framework that provides our young people with a sense of belonging, usefulness, influence and competence. After 26 years of responding to the needs of youth throughout the region – from housing projects to juvenile hall, from school sites to club sites – the Boys & Girls Club continues to reach into the most vulnerable neighborhoods to provide a safe place for youth to learn, grow and be hopeful about their future despite the adversity and challenges they are facing outside of our club walls.

With our staunch commitment to serving youth from disadvantaged circumstances the Boys & Girls Club continues to find ways, through even the toughest of times, to preserve its fundamental programming for youth. By focusing on its core services, strengthening its community ties and forging new partnerships the Boys & Girls Clubs of Greater Sacramento continues to find innovative ways to broaden our reach and deepen the impact we have across the region.

The Boys & Girls Club provides essential support to the communities we serve; offering young people the structure, stability and tools to thrive. Clubs combat food insecurity among children by providing nutritious snacks and meals, which are especially important during the summer months when schools are out of session. Club members receive critical academic support which helps to close the achievement gap that many youth and teens are facing. Club

participation increases school attendance, homework completion and engagement in school – which ultimately raises graduation rates and test scores. Clubs provide working parents with peace of mind knowing that their child is in a safe and supervised space during the out-of-school hours.

DEEPENING THE IMPACT

At the Boys & Girls Club, we ensure that our members have the best possible chance for a successful future - we achieve this goal with our ***Formula For Impact*** that includes:

1. Creating a **world class club experience** in which young people can thrive and that includes a place that is physically, emotionally and socially safe; a fun, friendly and welcoming environment; and an atmosphere that is vibrant and engaging;
2. Offering a variety of **diverse programs and activities** where young people explore their interests, test their talents and build personal and marketable skills;
3. Providing **targeted programs** for youth in the critical areas of academics and career development, character and leadership and healthy lifestyles; and
4. Providing **positive role models** who deliver consistent and **sustained guidance**.

Data consistently confirms that regular Club attendance leads to a decrease in high school dropout and truancy rates, drug use and other risky behaviors as well as increases academic performance, positive behavior and healthy lifestyle choices. Daily programs at the Boys & Girls Club focus on three critical areas of development:

- **Academic Success and Career Readiness**
- **Good Character and Leadership**
- **Healthy Behaviors and Lifestyle Choices**

The Club offers an array of programs and activities not always available during the traditional school day. Boys & Girls Club programs give students opportunities for growth and learning they might not find elsewhere.

BROADENING OUR REACH

In the early '90s, when a group of local community leaders began envisioning a Boys & Girls Club in Sacramento, a number of neighboring communities were identified as having both great promise and great need. **Woodland was, and is, one of those communities.**

With over 10,000 students in Woodland, 53% of which qualify for free and reduced lunches, low income youth are struggling with their academic performance as 66% of students are below grade level in math, 40% are reading below grade level and only 44% of graduating high school seniors meet UC/CSU entrance requirements. Even the most promising and motivated young people growing up in Woodland face an uphill battle to overcome the challenges of generational poverty, violence, and limited access to critical resources. The Boys & Girls Club is excited to become a part of a conscious and concerted community-wide effort alongside educators, law enforcement, City and County leaders to support Woodland's most precious

asset – its young people.

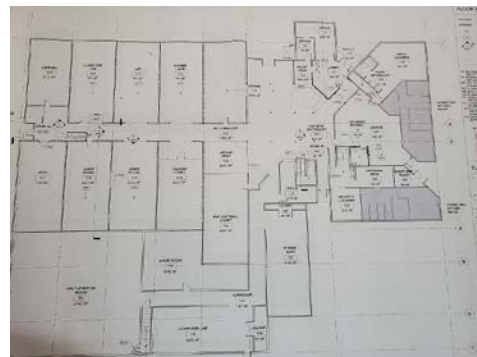
The Solution - Woodland Branch of the Boys & Girls Club

Over the last year, the Boys & Girls Clubs of Greater Sacramento has been working with key partners to make the vision of a Boys & Girls Club in Woodland a reality. This committed partnership, along with dedicated community supporters, provides the opportunity for Woodland youth to have a Club of their very own; giving access to life-changing programs, critical resources, and the opportunities needed to stay on track for a Great Future.

It is with much excitement that we share that the former Cross Court Athletic Club has been undergoing a complete transformation. This facility was specifically identified as an ideal destination for a Boys & Girls Club because of its central location, unmet need in the neighborhood, proximity to schools, and community visibility. The Woodland Club will serve over 2,000 youth annually to include an average daily attendance at the Clubhouse of 150 youth and teens; along with *other youth served* on school campuses and through community outreach events.

The Woodland Branch will include:

- 2 Games Rooms
- Racquetball Court
- Squash Court
- Café
- 2 Technology Hubs
- 2 Gymnasiums
- Art Room
- Library
- Dedicated Teen Space
- Outdoor Sports Area



GREAT FUTURES Begin Today

In support of our committed efforts to prepare Woodland's youth for the future, the Boys & Girls Club is working with community leaders on the required components of establishing this new location as an official *chartered Club site* with Boys & Girls Clubs of America including:

- A Safe Facility (site approval required by Boys & Girls Clubs of America once renovation plans are complete)
- Establishment of a Woodland Advisory Committee

- Sustainability of Facility Expenses and Program Operations (3 years of operating income identified and committed) *Draft budget attached
- Develop partnerships with law enforcement, school district, City and County champions, local agencies

TIMELINE

Fall 2021- May 2022	Facility Renovations
June 2022	Club Set-Up & Preparation
June-July 2022	Recruitment, Hiring & Training of Staff
June-August 2022	Member Recruitment & Orientation
August 2022	Ribbon Cutting/Media Event
Fall 2022	Grand Opening

FUNDING REQUEST

The Boys & Girls Clubs of Greater Sacramento is a proud affiliate of Boys & Girls Club of America, and draws on the evidence based programming and best practices provided by the national organization. However, local organizations are 100% self-sufficient, governed by a local board of directors, supported by grants and local contributions.

In most cases, a community would need to facilitate a Capital Campaign to raise funds for a construction/renovation project to open a new Boys & Girls Club. Thanks to an “angel investor”, the Cross Court transformation project is an incredibly generous gift to the youth and City of Woodland. In addition, all Boys & Girls Club locations have an established budget and prior to a site becoming a chartered Boys & Girls Club, sustainable revenue must be identified and committed. It is critical that the sustainability of this program is supported by the Woodland community for generations to come.

When the Woodland Branch opens, we will have a tremendous job ahead of us – to get Woodland kids back on track to their Great Future. We will have to eradicate learning losses and make sure kids do not slip through the cracks. Long-term, the Club will be vital to rebuilding the community post-pandemic. And, maybe most importantly at the Club, kids and teens will get to be kids again: playing with friends, spending time with mentors, discovering talents, and becoming who they are meant to be.

The Boys & Girls Clubs of Greater Sacramento respectfully requests a 3-year commitment of \$600,000.00 annually to support the programs at the Woodland Branch of the Boys & Girls Club. This investment will help the Club identify additional agencies that will support the long term sustainability of the Club and ensure high-quality operations and programming. A detailed breakdown of how these dollars will be allocated can be found in the attached budget.

By opening the door to a Boys & Girls Club, kids enter an extraordinary place where everyone believes in them, everyone supports their dreams and every adult is dedicated to helping them

be their best. On behalf of the Boys & Girls Club and the young people in Woodland, thank you for your thoughtful consideration of this request.

BGC Woodland 3 Year Draft Budget			
Personnel	Year 1	Year 2	Year 3
Area Director	\$15,600	\$15,600	\$15,600
Branch Manager (FT-HRLY)	\$58,240	\$58,240	\$58,240
Teen Director (FT-HRLY)	\$47,840	\$47,840	\$47,840
Front Desk (FT-HRLY)	\$43,680	\$43,680	\$43,680
Program Assistant (8)	\$178,176	\$178,176	\$178,176
Subtotal Personnel	\$343,536	\$343,536	\$343,536
Taxes & Benefits	\$54,453	\$54,453	\$54,453
Total Personnel	\$397,989	\$397,989	\$397,989
Program Costs			
Program Supplies	\$12,000	\$12,000	\$12,000
Youth T-Shirts	\$2,500	\$2,500	\$2,500
Visions Tracking	\$3,000	\$3,000	\$3,000
Program Start-Up	\$25,000		
Total Program	\$42,500	\$17,500	\$17,500
Facility			
Utilities, Maintenance, Etc. (Est.)	\$100,000	\$100,000	\$100,000
Total Facility	\$100,000	\$100,000	\$100,000
Administrative Costs			
Staff Uniforms	\$2,000	\$2,000	\$2,000
Site Cell Phone	\$480	\$480	\$480
IT	\$1,500	\$1,500	\$1,500
Site Fees	\$4,000	\$4,000	\$4,000
Office Supplies	\$2,000	\$2,000	\$2,000
Marketing	\$2,000	\$2,000	\$2,000
Total Admin	\$11,980	\$11,980	\$11,980
Subtotal	\$552,469	\$527,469	\$527,469
15% Indirect Cost	\$82,870	\$79,120	\$79,120
Total Cost	\$635,339	\$606,589	\$606,589
Program Notes			
*Staffing costs are based on serving 125 youth daily.			
*Staffing expenses will potentially increase when capacity is evaluated.			

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT
TO PROVIDE CITY FUNDING FOR A WOODLAND BRANCH OF THE BOYS AND
GIRLS CLUB CONTINGENT UPON APPROVAL OF MATCHING FUNDS FROM
YOLO COUNTY AND TO APPROPRIATE \$1,400,000 IN FUNDING**

WHEREAS, the COVID-19 pandemic has accentuated the need for programs and services that serve the youth in the community; and

WHEREAS, providing opportunities for youth to thrive is a key strategy identified in the City Council Priority Goals for 2022/23; and

WHEREAS, Boys and Girls Club of Greater Sacramento has been gifted a fully renovated facility at 433 West Cross Street to open and operate a Woodland Branch Clubhouse; and

WHEREAS, the City desires to provide funding needed to establish and operate the new Woodland Branch Clubhouse that, when opened, will provide valuable resources and programs serving youth ages 6 to 18 years of age in Woodland; and

WHEREAS, the City has submitted a request to Yolo County (County) for consideration to match the City's funding commitment, and

WHEREAS, if approved, the City and County will enter into a sub-recipient agreement providing the County's matching funds to the City and designating the City as the administering agency of the grant funds.

NOW THEEFORE BE IT RESOLVED:

Section 1: The City Council of the City of Woodland hereby authorizes the City Manager to execute a grant agreement, contingent upon approval of matching funds by Yolo County and entering into the requisite agreements with Yolo County for such matching funds, to provide funding for the start-up and initial 3-years of operating expenditures of the Woodland Branch of Boys and Girls Club at 433 West Court Street.

Section 2: The City Manager, in consultation with the City Attorney, is hereby authorized to make clarifying and confirming changes to the Agreement, including any changes necessary to conform any conditions of the County funding.

Section 3: The Fiscal Year 2021/22 budget is hereby amended to appropriate \$1,400,000 to the General Fund (Fund 101).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

GRANT AGREEMENT
(Woodland Boys and Girls Club)

THIS GRANT AGREEMENT (this "Agreement") is made as of April ___, 2022, by and between BOYS AND GIRLS CLUBS OF GREATER SACRAMENTO, a California non-profit corporation ("Grantee"), and the CITY OF WOODLAND, a California corporation ("Grantor").

RECITALS

A. Grantee facilitates youth development programs, for youth ages 6-18, during the after-school hours and summer months. Grantee's mission is to inspire and enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Grantee currently operates multiple locations throughout the region; all of which are chartered by the national organization Boys and Girls Clubs of America. Grantee is being gifted a fully renovated building and property located in the City of Woodland at 433 West Cross Street, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Clubhouse").

B. Grantor desires to make a grant to assist in the start-up and initial three years of operating expenses for a Boys and Girls Club in Woodland. In exchange for such Grant, Grantee will establish and run programs to serve Woodland youth ages 6 to 18 years of age.

C. In addition to funds set aside by Grantor to assist Grantee as set forth herein, Grantor is receiving funds from the County of Yolo, which funds are also intended to be passed through to Grantee to be used for the start-up and initial three years of operating expenses for a Boys and Girls Club in Woodland.

D. Grantor and Grantee desire to enter into this Agreement to establish the terms pursuant to which Grantor will provide funding to Grantee, and the purposes for which such funding shall be used by Grantee.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Grant, Boys and Girls Clubs of Greater Sacramento and the City of Woodland hereby agree as follows:

AGREEMENT

ARTICLE 1. GRANT

1.1. Grant. By and subject to the terms of this Agreement, Grantor agrees to make a grant to Grantee in the amount of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) (the "Grant") to be used by Grantee to establish and operate for the initial three years, a Woodland Branch of the Boys and Girls Club. The Grant shall be used by Grantee solely and exclusively for the purposes set forth in Section 1.2, below, and for no other purpose unless otherwise specifically approved by Grantor in writing.

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

1.2. Use of Grant Funds. Grantee shall use the Grant for facility and program expenses associated with the operation of a Woodland Branch of Boys and Girls Club at 433 West Court Street consistent with the operational requirements set forth in this Agreement. The Grant funds shall be used by Grantee solely for the costs associated with initial start-up and operations of the Clubhouse, including costs of program materials and supplies, utilities, personnel, and administration (Operational Costs) consistent with the operational budget as described in Section 1.4 of this Agreement.

1.3. Operational Requirements. As a condition of the making of the Grant, Grantee commits that it shall own, maintain, and operate the Clubhouse for the purpose of delivering programs to support Woodland youth ages 6 to 18 years of age. The Clubhouse and programs shall be scaled to accommodate an average on-site daily attendance of approximately 150 youth and teens. Grantee, further commits that it will deliver programs and engage in community outreach events in partnership with other community organizations, including the City of Woodland Community Services, Woodland Police Athletic League, Woodland Joint Unified School District, Yolo County Office of Education, and Yolo County Housing Authority. Grantee will operate after-school programs during the hours of 2:00PM-6:00PM as well as a summer camp scheduled in accordance with the school district's schedule. Clubhouse will operate year-round, 5-days a week, with the exception of designated holidays.

1.4. Reporting Requirement. On or prior to 180-days after opening of the Clubhouse, and again twelve months after initial opening of the Clubhouse, Grantee shall submit to Grantor a program and financial report. The report shall include a detailed summary of the programs provided and youth served as well as a detailed monthly operational budget for the initial six months of operation. Grantor shall review the report and provide Grantee with any additional information request within 30 days of receipt of the report.

1.5. City Use of Clubhouse. As consideration of Grant Funds, Grantee shall offer the City of Woodland (City) use of the facility for youth and family related programs during hours that the Clubhouse is not in use by Grantee. Within 60-days of Effective Date of this Agreement, Grantee and Grantor shall execute a Facility Use Agreement detailing the terms for the City's use of the facility.

1.6. Additional Grant Funding Commitment. Grantor commits to use reasonable efforts assist Grantee in securing funding necessary to sustain the ongoing operation of the Clubhouse, including but not limited to providing additional grant funds, to the extent that funds are available, as determined by Grantor in its sole discretion..

1.7. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date first stated above.

ARTICLE 2. DISBURSEMENT

2.1 Disbursement. Grant funds shall be disbursed to Grantee in the payment disbursements as follows:

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

Disbursement 1. The first payment in the amount of THREE HUNDRED THOUSAND DOLLARS \$300,000 shall be made upon Grantee's demonstration of ownership of fee title to the Clubhouse.

Disbursement 2. The second payment of THREE HUNDRED THOUSAND DOLLARS \$300,000 shall be made upon initial opening and first day of program availability for youth and teens at the Clubhouse.

Disbursement 3 and 4. The third and fourth payments of FOUR HUNDRED THOUSAND DOLLARS \$400,000 each shall be made on the first and second anniversary dates of the initial opening of the Clubhouse and are both contingent upon Grantee's demonstration of additional funding commitments sufficient to operate for the following year.

Grantee shall make four draw requests of the Grantor for disbursement of Grant funds up to the full amount of the Grant to pay Operational Costs associated with the Clubhouse ("Draw Request") at the times and in the amounts set forth above. Such Draw Requests shall be supported by supporting documentation as may be reasonably requested by Grantor to document the costs for which the disbursements shall be used. Within thirty (30) days of receipt of a Draw Request from Grantee, Grantor shall either (i) disburse Grant funds to Grantee in accordance with the Draw Request, or (ii) notify Grantee in writing that the Grantor has denied the Draw Request with a written explanation why the Draw Request is denied. Grounds for denial of the Draw Request may include (i) that Grantee has not demonstrated that it has secured fee title to the Clubhouse prior to the first disbursement; (ii) that Grantee has not opened the Clubhouse and made programming available as contemplated by this Agreement prior to the second disbursement; (iii) the Grantee has not continued to operate the Clubhouse and make programming available in accordance with this Agreement, or Grantee has not provided evidence satisfactory to City that Grantee has secured additional funding commitments sufficient to operate for the following year prior to the third and fourth disbursements; or (iv) Grantee is otherwise in material default of this Agreement.

2.2. Disbursed Funds. The disbursement of Grant funds shall be used by Grantee solely for the purposes for which the funds have been disbursed as described in this Agreement.

ARTICLE 3. COVENANTS, REPRESENTATIONS AND WARRANTIES

Grantee makes the following covenants, representations and warranties which, in all material respects, are true and correct as of the Effective Date and continuing thereafter:

3.1. Authority. Grantee has complied with all laws and regulations concerning its organization, existence and transaction of business. Grantee has, or at all appropriate times shall have, properly obtained all permits and complied with all other applicable statutes, laws, regulations, codes and ordinances applicable to Grantee's operations.

3.2. Enforceability. Grantee is authorized to execute, deliver and perform under this Agreement and this Agreement is a valid, binding, and enforceable obligation of Grantee.

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

3.3. No Violation. Grantee's undertakings in this Agreement do not violate any applicable statute, law, regulation, code or ordinance or any order or ruling of any court or governmental entity, or conflict with, or constitute a breach or default under, any agreement by which Grantee is bound or regulated. Grantee is not in violation of any statute, law, regulation, code or ordinance, or of any order of any court or governmental entity. There are no claims, actions or proceedings pending or, to Grantee's knowledge, threatened against Grantee.

3.4. Accuracy. All reports, documents, instruments, information and forms of evidence delivered to Grantor by Grantee or at Grantee's direction, concerning the Grant or required by this Agreement are accurate, correct and sufficiently complete to give Grantor true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission.

3.5. Obligation to Refrain from Discrimination. Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any property or in the provision of any services by Grantee hereunder, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of any property or in the provision of any services by Grantee hereunder.

ARTICLE 4. EVENT OF DEFAULT

4.1. Default. The following shall constitute an event of default (hereinafter "Event of Default") under this Agreement:

(a) There shall be a failure to comply with any term, obligation, covenant or condition contained in this Agreement, provided, however, that Grantee shall not be in default if Grantee, after Grantor sends written notice demanding cure of such failure, (a) cures the failure within ten (10) days, or (b) if the cure requires more than ten (10) days, immediately commences to cure the failure and thereafter diligently prosecutes such cure to completion within thirty (30) days after giving notice of the default.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1. Expenses. In the event that Grantee violates any rules, regulations, laws and/or executive orders relating to the expenditure of the Grant funds, and such violation(s) result in Grantor incurring expenses and/or making payments attributable to some or all of the funds received by Grantee, the Grantee shall pay to Grantor, on the demand of Grantor, all of said expenses incurred by Grantor and all of the payments made by Grantor as a result of Grantee's said violation(s). Grantee shall pay Grantor immediately upon demand all reasonable costs and expenses incurred by Grantor in connection with the enforcement or satisfaction by Grantor of any of Grantee's obligations under this Agreement.

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

5.2. Indemnity. Grantee hereby indemnifies Grantor against, and holds Grantor harmless from, any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees) which Grantor may incur as a direct or indirect consequence of: (i) the making of the Grant, or (ii) any failure at any time of any of Grantee's representations or warranties to be true and correct in any material respect, or (iii) any act or omission by Grantee, or other person or entity with respect to any of the obligations of or services provided by Grantee hereunder. Grantee shall pay immediately upon Grantor's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of interest which shall be the lower of the highest rate then allowed by law or 10%. The indemnity set forth herein shall not extend to losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses which Grantor, or any of them, incur to the extent that such are caused by any Grantor's gross negligence or willful misconduct.

5.3. Further Assurances. At Grantor's request and at Grantee's expense, Grantee shall execute, acknowledge and deliver any other instruments and perform any other acts necessary, desirable or proper (as determined by Grantor) to carry out the purposes of this Agreement or to perfect and preserve any liens created by this Agreement.

5.4. Form of Documents. The form and substance of all documents, instruments, and forms of evidence to be delivered to Grantor under the terms of this Agreement shall be subject to Grantor's approval and shall not be modified, superseded or terminated in any respect without Grantor's prior written approval.

5.5. No Third Parties Benefited. No person other than Grantor and Grantee and their successors and assigns shall have any right of action under this Agreement.

5.6. Notices. All written notices and demands under this Agreement shall be deemed served upon delivery or, if mailed, upon the date shown on the delivery receipt (or the date on which delivery was refused as shown on the delivery receipt) after deposit in United States Postal Service certified mail, postage prepaid, return receipt requested, or after delivery or attempted delivery by an express delivery service, and addressed to the address of Grantee or Grantor appearing below. Notice of change of address may be given in the same manner.

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

Grantor's Address:

Boys and Girls Club of Greater Sacramento
5212 Lemon Hill Avenue
Sacramento, CA 95824
Attn: Kimberly Key

Grantee's Address:

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

With a copy to:

Ethan Walsh
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

5.7. Actions. Following written notice to Grantee, Grantor may commence, appear in or defend any action or proceeding purporting to affect this Agreement or any of the obligations or services to be provided by Grantee hereunder, or the rights, duties or liabilities of Grantee or Grantor under this Agreement. In exercising this right, Grantor may incur and pay costs and expenses including without limitation, attorneys' fees and court costs and Grantee agrees to pay all such expenses so incurred or paid with interest thereon from the date of such demand at the rate of interest which shall be the highest rate then allowed by law.

5.8. Relationship of Parties. The relationship of Grantee and Grantor under this Agreement is, and shall at all times remain, solely that of grantee and grantor. Grantor neither undertakes nor assumes any responsibility or duty to Grantee or to any third party with respect to the Grant or any obligations or services provided by Grantee hereunder, except as expressly provided in this Agreement. Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Grantor and Grantee. Grantor shall not be in any way responsible for the debts, losses, obligations or duties of Grantee.

5.9. Grantor's Delay. Grantor shall not be liable in any way for Grantor's failure to perform or delay in performing under this Agreement unless such failure or delay is the result of Grantor's gross negligence or willful misconduct, and Grantor may suspend or terminate all or any portion of Grantor's obligations under this Agreement if Grantor's delay or failure results directly or indirectly from, or is based upon, the action, inaction, or purported action, of any governmental or local authority, or any war (whether declared or not), rebellion, insurrection, strike, lock-out, boycott or blockade (whether presently in effect, announced or in the sole judgment of Grantor deemed probable), or any act of God, or any other cause or event beyond Grantor's control.

5.10. Attorneys' Fees; Enforcement. If any attorney is engaged by Grantor to enforce, construe or defend any provision of this Agreement, or as a consequence of any Event of Default

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

under this Agreement, with or without the filing of any legal action or proceeding, Grantee shall pay to Grantor, immediately upon demand, the amount of all attorneys' fees and costs incurred by Grantor in connection therewith, together with interest thereon from the date of such demand at the rate of interest which shall be the lower of the highest rate then allowed by law or 10%.

5.11. Assignment. Grantee shall not assign Grantee's interest under this Agreement, or in any monies due or to become due thereunder, without Grantor's prior written consent. Any assignment made without Grantor's consent shall be void. Grantee recognizes that this is not an ordinary grant and that Grantor would not make this grant except in reliance on Grantee's expertise and reputation and Grantor's knowledge of Grantee. Grantor is relying on Grantee's expertise and prior experience to provide the services set forth herein in accordance with the terms of this Agreement.

5.12. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.

5.13. Heirs, Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

5.14. Rights Cumulative, No Waiver. All Grantor's rights and remedies provided in this Agreement, granted by law or otherwise, are cumulative and may be exercised by Grantor at any time. Grantor's exercise of any right or remedy shall not constitute a cure of any Event of Default unless all sums then due and payable to Grantor under this Agreement are repaid and Grantee has cured all other Event of Defaults. No waiver shall be implied from any failure of Grantor to take, or any delay by Grantor in taking, action concerning any Event of Default or failure of condition under this Agreement, or from any previous waiver of any similar or unrelated Event of Default or failure of condition. Any waiver or approval under this Agreement must be in writing and shall be limited to its specific terms.

5.15. Time. Time is of the essence of each term of this Agreement.

5.16. Headings. All headings appearing in any of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

5.17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Grantee and all persons and entities in any manner obligated to Grantor under this Agreement consent to the jurisdiction of any state court within the State of California having proper venue and also consent to service of process by any means authorized by California law.

5.18. Integration; Interpretation. This Agreement contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated herein and supersede all prior negotiations. This Agreement shall not be modified except by written instrument executed by all parties. Any reference in this Agreement to the obligations and services to be provided by Grantee under this Agreement shall include all or any of the obligations or services anticipated to be provided by Grantee hereunder.

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

5.19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

5.20. Conflicts of Interest. No member, official or employee of Grantor shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Grantee warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

5.21. Nonliability of Grantor Officials and Employees. No member, official or employee of Grantor shall be personally liable to the Grantee in the event of any default or breach by Grantor or for any amount which may become due to the Grantee or on any obligations under the terms of this Agreement.

5.22. Nonliability of Grantee Officials and Employees. No member, official or employee of the Grantee shall be personally liable to Grantor in the event of any default or breach by the Grantee or for any amount which may become due to Grantor or on any obligations under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

City of Woodland—Woodland Branch of Boys and Girls Club Grant Agreement

Date: _____

CITY OF WOODALND, a California
municipal corporation

Ken Hiatt, City Manager

"GRANTOR"

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Date: _____

BOYS AND GIRLS CLUB OF GREATER
SACRAMENTO, a California non-profit
corporation

By: _____
Its: _____

"GRANTEE"

EXHIBIT A

LEGAL DESCRIPTION and FACILITY PLAN

[to be inserted]

EXHIBIT B

WOODLAND BRANCH BOYS AND GIRLS CLUB
Draft Budget

[attached behind this cover page]



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: I.20
SUBJECT: City of Woodland Weed Abatement Program

Recommendation for Action: Staff recommends that the City Council receive an update on weed abatement and vegetation management procedures for the upcoming fire season.

Staff Contact:

Emily Walling, Fire Marshal, (530) 661-5855, emily.walling@cityofwoodland.org

Fiscal Impact:

This is a report of weed abatement procedures; no direct fiscal impact.

Background:

Chapter 9.44 of the Woodland Municipal Code addresses and defines the processes and procedures to be followed to abate weeds and reduce fire hazards for undeveloped parcels within the City of Woodland. The Fire Department has remained the primary lead to coordinate vegetation management within Woodland for all parcels, both public and private. The Municipal Code dictates the procedures and verbiage by which the Chief, or authorized representative, are able to declare a public nuisance, notify owners, hold a public hearing, and the authority to enter the land to abate the weeds if parcels remain out of compliance after expiration of the abatement period. The Code also defines how and when the City is able to collect reimbursement for removing the weeds and administrative time spent on coordination.

Discussion:

The purpose of this presentation is to provide an overview of the weed abatement program procedures within the City. A brief timeline of the process is as follows: (1) Staff begins preparing and sending letters in March and April with a "Notice to Abate." All City-owned parcels are abated in April. (2) In May, staff offers a public hearing to provide parcel owners the opportunity to express any concerns regarding compliance within the abatement period set-forth in the letter. (3) In late May and early June, staff conducts an audit of all 135+ vacant parcels within the City to draft a list of parcels that need to be force-abated. Non-compliant parcels are abated by a contract landscaper. (4) The following year, the cost to abate, in addition to all relevant administrative fees, per the approved fee schedule, are calculated and invoiced to the parcel owner. If not paid, all relevant fees are added to the tax roll for the property.

Conclusion:

Staff recommends that the City Council receive an update on weed abatement and vegetation management procedures for the upcoming fire season.

Prepared by: Emily Walling, Fire Marshal

Reviewed by: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: I.21
SUBJECT: Safe Firearms Storage Ordinance

Recommendation for Action: Staff recommends that the City Council introduce by title only and waive first reading of Ordinance No. _____, an ordinance of the City Council of the City of Woodland, California adding Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

Staff Contact:

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

Fiscal Impact:

No fiscal impact.

Background:

The City of Woodland does not presently regulate firearm storage within residential locations. Firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally. Improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children. In California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds. Having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of a firearm. A firearm stored while loaded or unlocked increases the risk of an accidental shooting, and has been associated with higher risks of suicide. Having quick access to a loaded firearm heightens the risk that an individual's impulsive decision to commit suicide will be arrived at without reflection or seeking help.

By utilizing gun locks or lock boxes when storing firearms in the home, it reduces the risk of firearm injury and death, as well as theft. Additionally, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally. The International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms; and both gun control and gun rights activists, including the National Rifle Association, endorse the use of locking devices when storing firearms to ensure that unauthorized and untrained persons cannot access firearms to inflict injury or cause death.

Discussion:

Requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home. The proposed locking requirements apply to firearms that are not being legally carried. Legal firearm owners and adults over 18 may still carry loaded and unlocked firearms in their home at any time. The safe storage requirements also permit legal owners to store their firearms fully loaded if they wish.

Firearm security does not preclude quick access. Portable lockboxes with simplex or biometric locks can store loaded handguns such that they are always within easy reach on counters, tables, or nightstands. Such safely stored handguns may be more quickly and easily retrieved for use in self-defense than unlocked handguns hidden away in seldom-used or remote locations. The requirement for safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

Conclusion:

Staff recommends that the City Council introduce by title only and waive first reading of Ordinance No. _____, an ordinance of the City Council of the City of Woodland, California adding Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police

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. Woodland Ordinance re Safe Firearm Storage

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA ADDING CHAPTER 9.64, "SAFE FIREARM STORAGE," TO TITLE
9 OF THE WOODLAND MUNICIPAL CODE**

WHEREAS, the City of Woodland, California ("City") does not presently regulate firearm storage within residential locations; and

WHEREAS, firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally; and

WHEREAS, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children; and

WHEREAS, in California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds; and

WHEREAS, having a loaded or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of the firearm; and

WHEREAS, a firearm stored while loaded or unlocked increases the risk of an accidental shooting, and has been associated with higher risks of suicide; and

WHEREAS, quick access to a loaded firearm heightens the risk that a young person's impulsive decision to commit suicide will be carried out without reflection or seeking help, and that the impulsive attempt will be fatal; and

WHEREAS, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury and death, as well as theft; and

WHEREAS, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner's knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally; and

WHEREAS, the International Association of Chiefs of Police and the American Academy of Pediatrics recommend the safe storage of firearms; and

WHEREAS, both gun control and gun rights activists, including the National Rifle Association, endorse the use of locking devices when storing firearms to ensure that unauthorized and untrained persons cannot access firearms to inflict injury or cause death; and

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use firearms for self-defense in the home; and

WHEREAS, the proposed locking requirements apply to firearms that are not being legally carried. Legal firearm owners and adults over 18 may still carry loaded and unlocked firearms in their home at any time. The safe storage requirements also permit legal owners to store their firearms fully loaded if they wish; and

WHEREAS, firearm security does not preclude quick access. Portable lockboxes with simplex or biometric locks can store loaded handguns such that they are always within easy reach on counters, tables, or

nightstands. Such safely stored handguns may be more quickly and easily retrieved for use in self-defense than unlocked handguns hidden away in seldom-used or remote locations; and

WHEREAS, the City Council finds that requiring safe storage of firearms would constitute a sensible safety regulation and would not be unduly burdensome for firearm owners.

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

SECTION 1. Recitals. The above recitals are incorporated as though set forth in this section.

SECTION 2. Adoption. Chapter 9.64, containing sections 9.64.010 through 9.64.040, is hereby added to the Woodland Municipal Code, to read as follows:

“Chapter 9.64 SAFE FIREARM STORAGE

9.64.010 Definitions.
9.64.020 Prohibitions.
9.64.030 Exceptions.
9.64.040 Penalty.

9.64.010 Definitions.

A. “Firearm” means a firearm as defined in California Penal Code Section 16520, as amended from time to time.

B. “Locked container” means a locked container as defined in California Penal Code Section 16850, as amended from time to time, and is listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

C. “Residence” means any structure intended or used for human habitation, including but not limited to houses, apartments, condominiums, rooms, in-law units, accessory dwelling units, motels, hotels, single room occupancy units (SROs), timeshares, mobile homes, and recreational and other vehicles where human habitation occurs.

D. “Trigger lock” means a trigger lock that is listed on the California Department of Justice’s roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under California Penal Code Section 23635.

9.64.020 Prohibitions.

No person shall keep a firearm within any residence unless the firearm is stored in a locked container or disabled with a trigger lock.

9.64.030 Exceptions.

A. The requirements of section 9.64.020 do not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, state, and/or federal laws.

B. This Chapter does not apply when a firearm is carried on the person of, or is otherwise in the immediate control and possession of a peace officer (as defined in California Penal Code sections 830 et seq.,

as may be amended from time to time).

C. It is not the intention of this Chapter to regulate any conduct if the regulation of such conduct has been preempted by state or federal law.

9.64.040 Penalty.

Every violation of this Chapter shall constitute a misdemeanor and upon conviction shall be punished in accordance with Section 1.08.070.”

SECTION 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance sets requirements for safe storage of firearms in residential locations, and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I, Ana Gonzalez, City Clerk of the City of Woodland, hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Woodland held on the ____ day of _____, 2022 and passed and adopted at a regular meeting thereof held on the ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, 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: April 5, 2022
ITEM #: I.22
SUBJECT: Boards and Commissions Application Period

Recommendation for Action: Staff recommends that the City Council:

- 1) Acknowledge the Board and Commission Recruitment Period from April 1, 2022 through May 13, 2022; and
- 2) Direct staff to proceed with abolishing the Board of Building Appeals; and
- 3) Direct staff to evaluate options to support the work of the City's commissions as well as streamline their efficiency toward the goal of improving their effectiveness and community impact.

Staff Contact:

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

Council Goals:

This recommendation is consistent with the City Council's Goals and Strategic Actions, which include a priority initiative to:

- Evaluate the City's boards, commissions, and committees and strengthen alignment with Council priorities

Background:

The City currently has a total of eight (8) boards and commissions. Those boards/commissions that have vacancies and/or whose terms will be expiring on June 30, 2022 are listed below:

Board/Commission	Vacancies	Term Expiring
Board of Building Appeals	2	0
Commission on Aging	0	1
Historical Preservation Commission	2	1
Library Board	0	2
Manufactured Home Fair Practices Commission	1 (alt)	2
Parks & Recreation Commission	0	2

Those members whose terms will expire will be contacted by staff asking if they would like to serve another term and be directed to complete an application for consideration by Council.

After the close of the "Application Period", staff will continue the practice of screening applicants by two (2) designated Council members. The Council members will present a slate of candidates to the full Council for ratification at the June 7th meeting. Appointed individuals will then assume their board and commission responsibilities effective July 1, 2022.

Other Considerations

Staff is also recommending that the Council direct staff to amend the Municipal Code, Chapter 2.28 - Boards, Commissions and Committees, Section 2.28.010 Board of Building Appeals and disband the board. The

purview of the Board is to hear appeals from an order of determination by the Building Official relating to the application of the City's building standards. However, the Board has not had the need to meet in over 10 years. If abolished, any appeals would be brought before the City Council. If the Council is in agreement to abolish the Board of Building Appeals, staff will return to Council with an Ordinance to amend the City Code.

Additionally, as part of its annual retreat on February 12, 2022, the City Council invited several of its advisory boards and commissions to participate in joint meeting sessions during its retreat to discuss issues of shared priority and concern. Following the sessions, the Council discussed ideas to strengthen their engagement with the Commissions to improve alignment with the Council's goals and the Commission workplans. Also discussed were opportunities where potential merging of commissions could result in more comprehensive thinking in key areas such as historical resources and planning issues, as well as youth and senior services. Combining commissions could also offer administrative efficiencies, freeing up staff resources to better support the work of the commissions.

Staff welcomes additional input from the Council on ways to improve the effective and efficient engagement of its commissions while strengthening the alignment with the Council's priority Goals.

Conclusion:

Staff recommends that the City Council:

- 1) Acknowledge the Board and Commission Recruitment Period from April 1, 2022 through May 13, 2022; and
- 2) Direct staff to abolish the Board of Building Appeals; and
- 3) Direct staff to evaluate options to support the work of the City's commissions as well as streamline their efficiency toward the goal of improving their effectiveness and community impact.

Prepared by: Ana B. Gonzalez, City Clerk

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 5, 2022
ITEM #: I.23
SUBJECT: Fiscal Year 2022/23 Spring Budget Workshop

Recommendation for Action: Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2022/23 Budget.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Discussion:

This initial budget meeting is intended to provide the City Council with a review of the baseline budget for fiscal year (FY) 2022/23, as well as an update to the General Fund five-year forecast.

The primary focus of the workshop will be a discussion of the General Fund revenue and expenditure trends, as well as the assumptions used to inform development of the FY2022/23 budget and the remainder of the five-year forecast. Staff will present updated financial forecasts; review the current budget framework; seek Council input on recommendations to maintain a balanced budget, manage prudent reserve levels, and advance the City Council's goal of long-term fiscal stability.

The budget development process, which typically begins in December each year, includes trends and assumptions showing the short-term budget outlook has improved over the previous forecast, while the long-term budget outlook continues to reflect growing deficits, as the City's expenditures outpace its revenue growth.

The General Fund FY2022/23 budget and five-year forecast show annual operating deficits ranging from \$1,084,153 in FY2023/24 to \$1,885,993 in FY2026/27. The City has prudently built and maintained a healthy reserve balance, which is intended to help with times of economic uncertainty by guarding against unexpected revenue fluctuation, and allowing some flexibility in implementation of balancing measures. Healthy reserve balances in previous budget years have allowed for funding of priority projects or initiatives with one-time money. Although many needs remain unfunded, staff anticipates some flexibility to support limited ongoing funding requests and some one-time priority needs. Council feedback will be requested regarding assumptions used to develop the forecast and allocation of one-time resources to be considered in the development of the City Manager's FY2022/23 Proposed Budget. Staff expects to return to Council in May to discuss the spending plans for Measures J, F and R, and a proposed budget will be presented on June 7, 2022, with formal adoption of the FY2022/23 Annual Budget expected on June 21, 2022.

Conclusion:

Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2022/23 Budget.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim 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. Spring Budget Workshop Outline

Spring Budget Workshop
April 5, 2022

OUTLINE

PART I - FY2022/23 Baseline Budget Model

- ✓ Revenue Assumptions
- ✓ Expenditure Assumptions
 - Personnel Costs
 - Non-personnel Costs
- ✓ Other Funds
- ✓ Baseline Five-Year Forecast / Sensitivity

PART II - Financial Planning For Fiscal Stability

- ✓ Budget Framework
- ✓ Priority Needs
 - Unfunded Needs / Budget Requests
 - Progress-to-Date
- ✓ *Voter-Approved Sales Tax Measures*

■ **Council Feedback**

■ **Next Steps**