



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 18, 2023
6:00 PM

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

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 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

1. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

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.

2. 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

3. SUBJECT: Certificate of Appreciation for Anthony Cucchi

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize Deputy Chief Anthony Cucchi for his 25 years of dedicated, unwavering service to the City of Woodland.

4. SUBJECT: Certificate of Appreciation for Thomas Davis

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize Lieutenant Thomas Davis for his 25 years of dedicated, unwavering service to the City of Woodland.

5. SUBJECT: Community Services Department Quarterly Status Report for Third Quarter FY23

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Third Quarter FY23.

6. SUBJECT: Advocacy for Remote Meeting Bills in California Legislature

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the City Manager to submit letters of support for AB 557 and AB 817 in support of remote meeting flexibility and access.

7. SUBJECT: WCC Los Rios District Letter of Support

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter in support of exploring the process and benefits of Woodland Community College joining the Los Rios Community College District.

8. SUBJECT: Military Equipment Use Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Review the Military Equipment Use Policy and Annual Report; and
2. Approve the Military Equipment Use Policy and military equipment purchased or acquired since January 1, 2022.

9. SUBJECT: Final Acceptance and Notice of Completion of the City of Woodland Library Toilet Room Accessibility Upgrades

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the construction for the City of Woodland Library Toilet Room Accessibility Upgrades as complete and authorizing the City Clerk to file a Notice of Completion.

G. REPORTS OF THE CITY MANAGER

10. SUBJECT: Spring Lake Capital Construction Projects Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on construction projects in Spring Lake and pending changes to the Spring Lake Capital Improvement Plan.

11. SUBJECT: Woodland Regional Park Preserve Conservation Easement Approval

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to approve the Woodland Regional Park Preserve (WRPP) Conservation Easement, Site-Management Plan, Purchase and Sale Agreement, and proceed with steps necessary to complete the finalization of the Conservation Easement.

H. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting the City of Woodland scheduled for April 18, 2023 was posted on Friday, April 14, 2023 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

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 18, 2023
ITEM #: E.2
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 CITY COUNCIL LONG RANGE CALENDAR

April 20TH	@ 5:30PM	SPECIAL JOINT MEETING
------------------------------	-----------------	------------------------------

Joint Meeting with WJUSD Board of Trustees - Youth Action Plan

May 2ND	REGULAR MEETING
---------------------------	------------------------

City Council Meeting Minutes of April 4, 2023 and April 18, 2023

Public Works Week Proclamation

Investment Report

Award consultant design agreement for ASR Well #31, CIP #17-05

Measure F Spending Plan

Measure R Spending Plan

Weed Abatement Program

May 16TH	REGULAR MEETING
----------------------------	------------------------

Animal Services Contract

Update to Spring Lake CIP

Woodland Micro Transit Service Presentation

June 6TH	REGULAR MEETING
----------------------------	------------------------

City Council Meeting Minutes of May 2, 2023 and May 16, 2023

Woodland TV (WAVE) Contract Renewal

Call for Public Hearing - Waste Management Liens

FY 2024 Budget Introduction

Overview of Draft Comprehensive Zoning Ordinance Update

June 20TH	REGULAR MEETING
-----------------------------	------------------------

FY 2024 Budget Adoption

Future Topics / Study Sessions:

Woodland Research & Technology Park – Final EIR & Specific Plan – July/August

Comprehensive Zoning Adoption (October)

Annexations – Westucky, Barnard Court, North East Street, & Industrial Area (Summer)

Waste Management Residential Smart Truck (TBD)

Rule 20A Undergrounding District (TBD)

NOTE: Summer at City Hall students will attend the June 20th meeting



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.3
SUBJECT: Certificate of Appreciation for Anthony Cucchi

Recommendation for Action: Staff recommends that the City Council recognize Deputy Chief Anthony Cucchi for his 25 years of dedicated, unwavering service to the City of Woodland.

Staff Contact:

Derrek Kaff, Chief – 661-7813, Derrek.Kaff@cityofwoodland.org

Background:

Anthony Cucchi has had a distinguished career in public service for the Woodland Police Department, spanning 25 years. He joined the Police Department as a Patrol Officer on June 24, 1998. In August 2000, he was selected as a School Resource Officer and impacted students' lives over the next three years until he returned to Patrol as a Field Training Officer. In September 2001, he was selected as a Special Weapons and Tactics Team member, and in 2005, he became the SWAT Assistant Team Leader. As a SWAT member, Anthony was part of the arrest team that searched, located, and arrested the murderer of Yolo County Sheriff's Deputy Tony Diaz. In July 2006, he was promoted to Sergeant and was assigned to the Patrol Division. In March 2009, he was selected as the Professional Standards Sergeant and was in charge of recruitment, hiring, administrative tasks, and Internal Affairs.

Sergeant Cucchi was promoted to Lieutenant in December 2010 and was assigned to the Investigations Bureau. He was assigned to the Patrol Bureau and became the SWAT Team Commander in 2015. In 2019, he was promoted to Deputy Chief of Police and oversaw the daily operations of the entire police department.

Deputy Chief Cucchi has his Basic, Intermediate, Advanced, Supervisory, and Management P.O.S.T. certificates and is a P.O.S.T. Command College and Executive Development course graduate. Deputy Chief Cucchi has a Bachelor of Science from Saint Mary's College in Moraga. He is a United States Army combat veteran, having honorably served as a Military Police Officer during Operations Desert Shield and Desert Storm and in Bosnia from 1990-1997.

Conclusion:

Staff recommends that the City Council recognize Deputy Chief Anthony Cucchi for his 25 years of dedicated, unwavering service to the City of Woodland.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Cucchi Certificate of Appreciation



Certificate of Appreciation

RECOGNIZING ANTHONY CUCCHI FOR HIS MANY YEARS OF PUBLIC SERVICE

WHEREAS, Anthony Cucchi has had a distinguished career in public service at the Woodland Police Department spanning 25 years. He joined the Police Department as a Patrol Officer on June 24, 1998. In August 2000, he was selected as a School Resource Officer and made an impact in students' lives over the next three years until he returned to Patrol as a Field Training Officer. In September 2001, he was selected as a member of the Special Weapons and Tactics Team and in 2005, he became the SWAT Assistant Team Leader. As a SWAT member Anthony was part of the arrest team that searched, located and arrested the murderer of Yolo County Sheriff's Deputy Tony Diaz. In July 2006, he promoted to Sergeant and was assigned to the Patrol Division. In March 2009 he was selected as the Professional Standards Sergeant and he was in charge of recruitment, hiring, administrative tasks and Internal Affairs; and

WHEREAS, Sergeant Cucchi promoted to Lieutenant in December 2010 and was assigned to the Investigations Bureau. He was assigned to the Patrol Bureau and became the SWAT Team Commander in 2015. In 2019, he promoted to Deputy Chief of Police and oversaw the daily operations of the entire police department; and

WHEREAS, Deputy Chief Cucchi has his Basic, Intermediate, Advanced, Supervisory and Management P.O.S.T. certificates and a graduate of the P.O.S.T. Command College and Executive Development course. Deputy Chief Cucchi has a Bachelor of Science degree from Saint Mary's College in Moraga. He is a combat veteran of the United States Army, having honorably served as a Military Police Officer during Operations Desert Shield and Desert Storm and in Bosnia from 1990-1997.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Woodland does hereby recognize Deputy Anthony Cucchi for 25 years of dedicated public service to the citizens of Woodland.

DATED: April 18, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore

Mayra Vega, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.4
SUBJECT: Certificate of Appreciation for Thomas Davis

Recommendation for Action: Staff recommends that the City Council recognize Lieutenant Thomas Davis for his 25 years of dedicated, unwavering service to the City of Woodland.

Staff Contact:

Derrek Kaff, Chief – 661-7813, Derrek.Kaff@cityofwoodland.org

Background:

Tom Davis has had a distinguished career in public service for the Woodland Police Department, spanning 25 years. He joined the Police Department as a Patrol Officer on June 17, 1998. In March 1999, he was selected to be a member of the Special Weapons and Tactics Team and became the SWAT Team Leader in 2001. In 2000, he was assigned to the Yolo County Narcotics Enforcement Team and spent three years investigating and arresting the largest drug and illegal gun dealers in Yolo County. In August 2003, he was promoted to Sergeant and was assigned to the Patrol Division. He served as the Gang Task Force Sergeant from 2006-2010 and then as a Patrol Sergeant from 2010-2011. He transferred to the Traffic Division and was the Motor Sergeant from 2011-2014. In 2014 he led the department's year-long undercover operation, which netted drugs, stolen vehicles, and over 300 fully automatic illegally manufactured rifles.

Sergeant Davis was promoted to Lieutenant on January 1, 2020, and became the SWAT Team Commander in addition to overseeing the Community Relations Bureau. Lieutenant Davis led our SWAT Team in the hunt for Yolo County Deputy Tony Diaz's murder and safely apprehended the suspect. He also coordinated a large portion of the funeral services for Davis Police Officer Natalie Corona's funeral service.

Lieutenant Davis has his Basic, Intermediate, Advanced, Supervisory, and Management P.O.S.T. certificates. Lieutenant Davis has an Associate of Arts Degree from the Community College of Southern Nevada in North Las Vegas and a Bachelor of Science in Criminal Justice Management from Union Institute and Technology. He is a United States Marine Corps veteran, having honorably served from 1990-1994 on active duty during Operations Desert Shield and Desert Storm and then served as a Reserve officer from 1994-1996.

Conclusion:

Staff recommends that the City Council recognize Lieutenant Thomas Davis for his 25 years of dedicated, unwavering service to the City of Woodland.

Prepared by: Trista Kennedy, Executive Assistant

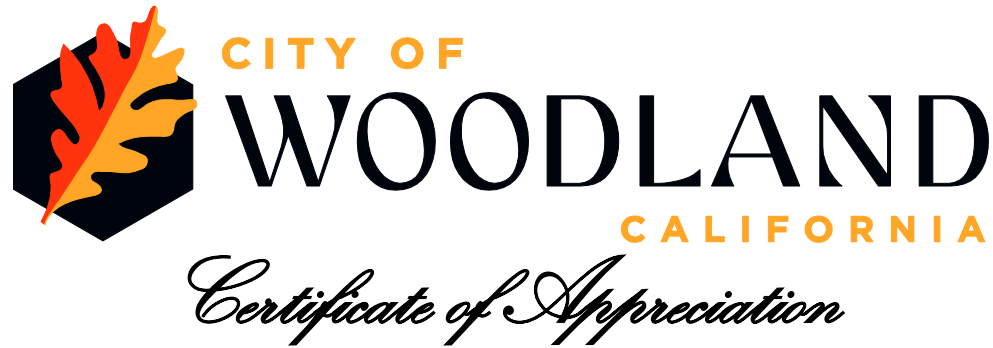
Reviewed by: Derrek Kaff, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Davis Certificate of Appreciation



RECOGNIZING THOMAS DAVIS FOR HIS MANY YEARS OF PUBLIC SERVICE

WHEREAS, Tom Davis has had a distinguished career in public service at the Woodland Police Department spanning 25 years. He joined the Police Department as a Patrol Officer on June 17, 1998. In March 1999, he was selected to be a member of the Special Weapons and Tactics Team and became the SWAT Team Leader in 2001. In 2000, he was assigned to the Yolo County Narcotics Enforcement Team and spent three years investigating and arresting the largest drug and illegal gun dealers in Yolo County. In August 2003, he promoted to Sergeant and was assigned to the Patrol Division. He served as the Gang Task Force Sergeant from 2006-2010 and then as a Patrol Sergeant from 2010-2011. He transferred to the Traffic Division and was the Motor Sergeant from 2011-2014. In 2014 he led the department's year-long undercover operation which netted drugs, stolen vehicles and over 300 fully automatic illegally manufactured rifles; and

WHEREAS, Sergeant Davis promoted to Lieutenant on January 1, 2020 and became the SWAT Team Commander in addition to overseeing the Community Relations Bureau. Lieutenant Davis led our SWAT Team in the hunt for Yolo County Deputy Tony Diaz's murder and safely apprehended the suspect. He also coordinated a large portion of the funeral services for Davis Police Officer Natalie Corona's funeral service; and

WHEREAS, Lieutenant Davis has his Basic, Intermediate, Advanced, Supervisory and Management P.O.S.T. certificates. Lieutenant Davis has an Associate of Arts Degree from the Community College of Southern Nevada in North Las Vegas, and a Bachelor of Science Degree in Criminal Justice Management from Union Institute and Technology. He is a veteran of the United States Marine Corps, having honorably served from 1990-1994 on active duty during Operations Desert Shield and Desert Storm and then served as a Reserve from 1994-1996.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Woodland does hereby recognize Lieutenant Tom Davis for 25 years of dedicated public service to the citizens of Woodland.

DATED: April 18, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore

Mayra Vega, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.5
SUBJECT: Community Services Department Quarterly Status Report for Third Quarter FY23

Recommendation for Action: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Third Quarter FY23.

Staff Contact:

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

Discussion:

This Quarterly Status Report covers the period from January through March 2023. The report presents a summary of recreation programming, events, affordable housing, the community development block entitlement program, and parks and recreation facilities operations and maintenance. This report also contains a narrative descriptive of major work performed and/or notable Department highlights.

Conclusion:

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Third Quarter FY23.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Community Services FY 23 Quarter 3 Status Report

Community Services Departmental Quarterly Status Report Third Quarter FY 23

The following provides a summary of the Community Service Department's programs, activities, and events for January through March 2023. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document.

QUARTERLY HIGHLIGHTS

- Youth Basketball League had 294 participants, over 30 more than last year.
- Approximately 1,495 people attended events at the Community & Senior Center during facility rentals.
- Over 1,966 people participated in events such as the Polar Bear Plunge, Game On! Valentine's Day Cookie Decorating, Woodland Writes, Arbor Day, REXPO & Senior Art Show, and the César Chávez Celebration.
- Approximately 24,428 participant hours were recorded for aquatics; youth, teen, and adult recreation activities, classes, and sports.
- Approximately 7,097 participant hours were recorded for senior programs and events.

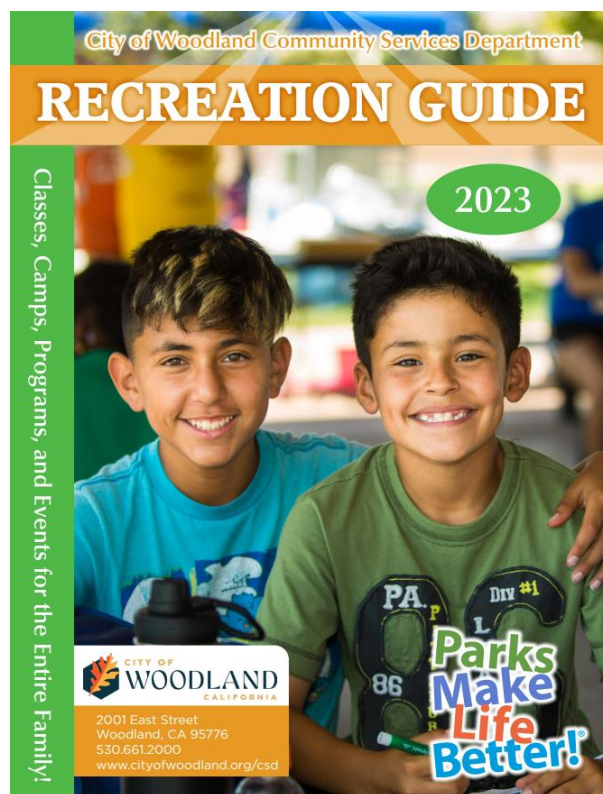


Valentine's Day Cookie Decorating

PROGRAM MARKETING

During the third quarter, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Direct Marketing: Staff marketed activities to current and past participants for REXPO with flyers, digital flyers and emails, direct mail, and banners.
- Spring Summer Recreation Guide: The 2023 Spring/Summer Recreation Guide was mailed to approximately 6,556 households within Woodland.
- School Flyers: Two school flyers were distributed to WJUSD students digitally to promote the César Chávez Celebration and Camperships. All school flyers were distributed in English and Spanish.
- Social Media: The Department utilized Facebook and Instagram to advertise the offering of several programs.
- Senior Newsletter: The “Senior Gram” newsletter was mailed to over 550 households each month. It was also available on the CSD webpage for download.



Spring Summer 2023 Recreation Guide

PARKS AND RECREATION FACILITIES

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to both generate revenue for the City of Woodland and provide a location for community events. Types of rentals held at the Community Center include: meetings, parties (bridal and baby showers), weddings and receptions, quinceañeras, and business meetings. Reservations of the facility during the third quarter are shown below.

	General Facility Rentals <i>Includes rentals receiving discounts</i>	Facility Rentals <i>with Fees Waived</i>
Number of Rentals	14	8
Approximate Participants	1,090	405
Total Fees	\$14,393	\$12,324 (waived)

Sports Park Tournament Reservations

Tournament rentals are available for the Sports Park Complex. Local tournament directors have the first choice of dates for the following year during the tournament weekend allocation period each August. During the third quarter, the Sports Park was reserved for youth baseball and softball tournaments.

Tournament Rentals of Sports Park	
Number of Rentals	7
Number of Teams	101
Total Fees Collected	\$25,300

Parks and Recreation Facility Projects

Park/Recreation Facility	Projects Completed
Cemetery	Installed automatic gates at the West Street side of the facility near Cross Street.
Clark Field	Pumped water out of dugouts after each significant rain event.
Cline & Schneider Parks	Replaced missing wooden bollards throughout park and bike path.
Community & Senior Center	Painted walls and floors in various areas of the Community Center. Completed the Senior Center Billiard Room project. Installed fitness elements and converted light fixtures to LED in the Fitness Center. Changed filters on HVAC system. Performed maintenance on appliances in Kitchen. Performed maintenance on Lobby waterfalls. Performed maintenance on outdoor benches, flag pole, and restroom partitions. Repaired furnace in C Court.
Ferns Park	Performed maintenance on the playground equipment and installed memorial bench
Klenhard Park	Restored outfield with new sod and regraded the infield.
Pioneer Park	Made repairs to the slide in the tot lot.

URBAN FORESTRY

Tree Ordinance

After the significant rainfall in January, staff started to implement the new tree ordinance that was adopted in December 2022. Letters were mailed to companies that have business licenses in Woodland for tree trimming, informing them of the ordinance. The letter also provided them with a form to submit to be identified as a vendor that meets the City's requirements for having a certified arborist on staff. The Department has received inquiries from the public on whether the tree they would like to have trimmed or removed meets the criteria of the ordinance. We have also received several forms from vendors to place them on the approved vendor list (all of this information is included on the Urban Forestry webpage). Staff is continuing to educate the public on the new requirements.

Arbor Day

On Saturday, March 11, the City held the annual Arbor Day celebration. Urban Forestry staff and Woodland Tree Foundation provided expert training to the small group of volunteers that planted 75 trees. The City's Water Department provided additional staff to assist with the placement of the trees and planting. Trees were planted at Pioneer Park, Klenhard Park, and Schneider Park.

YOUTH CAMPSHIPS FOR SUMMER PROGRAMS

During this quarter, campsships (scholarships) were available for qualified families of youth participants for Swim Lessons, Summertime Fun Club, Summer Teen Pack, Lifeguard Training, and Woodland Wreckers who meet a low-income requirement. "Campsships" are scholarships that result in a fee reduction for the program (programs are not offered for free) and are available until funds are exhausted or until the program begins. Qualified applicants may receive campsships for more than one program. Over \$38,000 was earmarked within Measure R for campsship distribution for Summer 2023 programs, and through the end of the third quarter, \$19,785 was distributed for families in the varying programs.

Applicants for campsships must complete a campsship applications (online or paper) with documentation they meet all of the campsship criteria. To be eligible for a campsship, families must meet the following criteria:

- Be a resident of Woodland (PO Boxes and County Road addresses are not accepted).
- Meet a low-income requirement based on HUD's State Income Limits for Yolo County "Low Income" classification (50%-80% of area median income). Reference <https://www.hcd.ca.gov/docs/grants-and-funding/inc2k22.pdf>

Campership Distribution by Program

Program	# Camperships given	# 1 st time Recipients	Amount provided By Measure R	Actual Program Fee	Reduced Program Fee (With Campership)
Swim Lessons	108	30	\$3,120 \$5,880 donated by Woodland Kiwanis	\$80	\$15
Summertime Fun Club	45	10	\$12,000	1 st session - \$450 2 nd session - \$400	1 st session - \$200 2 nd session - \$175
Summertime Fun Club Extended Care	4	4	\$10,200	1 st session - \$900 2 nd session - \$800	1 st session - \$450 2 nd session - \$400
Summer Teen Pack	9	3	5,625	1 st session - \$450 2 nd session - \$400	1 st session - \$200 2 nd session - \$175
Woodland Wreckers (Swim Team)	5	2	\$1,235	\$165	\$110

Information on Summer 2023 participation will be provided in the FY 24 First Quarter report

COMMUNITY SPECIAL EVENTS

Community Special Events are generally activities/events open to the public for a one-day event.

Event	Date	Total Participants	Fees Collected
Polar Bear Plunge	1/1	33	\$165
Game On! (Measure R)	1/27	104	No fees collected
Valentine's Day Cookie Decorating (Measure R)	2/10	184	No fees collected
Woodland Writes	2/1-13	1,100	No fees collected
Arbor Day	3/11	25	No fees collected
REXPO and Senior Art Show	3/24	300	No fees collected
César Chávez Celebration	3/31	250	No fees collected
Total Participants		1,996	\$165

César Chávez Celebration

On March 30, the City celebrated labor and civil rights leader César Chávez at the Community & Senior Center. The event incorporated performances from talented Woodland youth including Douglass Middle School student vocalist Jimena Iquierdo and mariachi music provided by Douglass 7th grade mariachi band led by instructor, Idbin Acosta. President and CEO of the Farmworkers Institute of Education and Leadership Development (FIELD) David Villarino-Gonzalez was the keynote speaker. The 250 who attended the event enjoyed churros and visited partners after the program including Brown Issues, CABÉ, FIELD, League of Women Voters, TANA, Thriving Pink, and Woodland Police Department Unidos.



Youth singer Jimena Iquierdo at the César Chávez Celebration

AQUATICS

All aquatic programs are held at the Charles Brooks Community Swim Center. During the winter months, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team.

Aquatics Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
Lap Swim & Water Aerobics	4,496	4,496	\$1,746
Woodland Swim Team	n/a	n/a	\$9,204
Total	4,496	4,496	\$10,950

Pool Scheduling & Reservations

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices and hosted a swim meet during this quarter. Fees collected: \$9,204

YOUTH AND ADULT RECREATION

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
After School Teen Pack (Measure R)	1,156	2,986	Free Program
Rec2Go (Measure R)	400	1,000	Free Program
Youth Basketball League	294	5,880	\$34,170
Total	1,850	9,866	\$34,170



Youth Basketball League 14U Boys Green Team

Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program.

Contract Class	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)	Total Expense (3 months)	Net Revenue (3 months)
Boxing Youth*	108	900	\$2,071	\$2,800	\$(729)
Boxing Adult*	59	462	\$1,700	\$3,938	\$(2,238)
Cello Tennis Academy	184	661	\$9,343	\$8,378	\$964
Country Line Dance	397	633	\$2,383	\$1,668	\$715
Dance Flow	17	68	\$516	\$364	\$152
Dynamic Dancing	5	75	\$464	\$286	\$178
Pilates	22	176	\$776	\$508	\$267
Rock Steady Boxing**	36	144	\$600	\$600	\$0
Scottish Country Dance	16	192	\$544	\$358	\$186
Tai Chi & Qi Gong	44	176	\$1,039	\$735	\$304
Writing Life Stories	17	127	\$340	\$238	\$102
Yoga	24	168	\$862	\$585	\$278
Total	929	3,782	\$20,038	\$20,458	\$179

* Youth boxing is supplemented by Measure R. Adult boxing is supplemented by the general fund.

**The City receives a reimbursement from the Woodland Recreation Foundation for the Rock Steady expenses

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Drop-In Participation	Total Participants (3 months)	Total Participant Hours (3 Months)	Fees Collected (3 Months)
Badminton	1,049	4,196	Free
Pickleball	520	1,560	Free
Volleyball	264	528	\$1,219
Total	1,833	6,284	\$1,219

SENIORS

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 7,097 participant hours during the third quarter. All senior programs have continued to suspend monthly registration fees.

Senior Programs

Programs	Total Sign Ins (3 Months)	Participant Hours (3 Months)	Fees Collected (3 Months)
Art Classes	314	810	Free Programs
Exercise Classes	1,716	992	Free Programs
Games	946	3,073	Free Programs
General Programs/Education	417	1,405	Free Programs
Support Groups	235	427	Free Programs
Total	3,628	6,707	\$0

Senior Events

Programs	Total Sign Ins (3 Months)	Participant Hours (3 Months)	Fees Collected (3 Months)
Dinner and a Movie	44	110	Free Programs
Hand & Foot Card Party	70	280	Free Programs
Total	114	390	\$0

GRANTS AND HOUSING

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the third quarter of Fiscal Year 2023 are provided below.

Status of CDBG Construction Activities

FY 2019/20 Allocations

City of Woodland, Library ADA Restrooms Upgrades – Construction of ADA improvements for the two public restrooms has been completed. A final walkthrough was scheduled on March 30, 2023. The new upgraded restrooms were opened to the public on March 31, 2023. Final Acceptance will be presented before City Council on April 18, 2023.

FY 2020/21 Allocations

New Hope Community Development Corporation, Cottonwood Meadows Phase S-1, S-2, and S-3 Rehabilitation – New Hope will combine funding allocations awarded for FY 2020/21, 2021/22, and 2022/23 and will go out to bid in the summer of 2023. All engineering and architectural work has been completed. The work will focus on repairing or replacing all dry-rotted T-1-11 siding on the two apartment buildings located at Cottonwood Meadows with cement fiber type materials.

Friends of the Mission, 925 North Street (seven-unit affordable housing apartment complex for formerly homeless families and individuals) and Walter's House (44-bed transitional housing/treatment program for single women and men) Water Heater Efficiency projects – The tankless water heater units were installed and work was completed in December 2022. The new units will increase the energy efficiency rating from 59 to 97 percent.

FY 2022/23 Allocation

City of Woodland, ADA Accessibility Project – The project will be bid out in the summer of 2023 and constructed in Summer/Spring 2023. Up to 20 ADA-compliant curb ramps will be installed. FY 2021/22 and FY 2022/23 projects and funding will be combined into one single project.

Continuum of Care Grants

HUD approved the Reallocation and Consolidated grant applications in the combined amount of \$348,174 for Program Year 2022/23. HUD agreements and sub recipient agreements with Fourth and Hope (non-profit) were executed in February 2023. The Continuum of Care grants have funded the Supportive Housing Program in the City of Woodland. The Supportive Housing Program provides permanent supportive and transitional housing for individuals experiencing chronic homelessness.

Permanent Supportive Housing Project

Construction of the Permanent Supportive Housing units was completed in October 2022 and the units reached full occupancy in November 2022. City staff are meeting monthly with project operators. The construction of the community center is set to commence construction in April 2023. A ribbon cutting and ground breaking ceremony was held on March 31, 2023.

Walter's House Substance Abuse Rehabilitation Facility

Construction of the new Walter's House Substance Abuse Rehabilitation facility is set to begin in May 2023 pending City Council approval of a regulatory agreement and land transfer. Walter's House is currently located in central Woodland. The move to the East Beamer Way campus is the third phase in the overall project and will provide for an increase in the number of beds, from 44 to 60. The facility is funded through the California Department of Health Care Services' (DHCS) Behavioral Health Continuum Infrastructure Program (BHCIP) (\$12.5 million).

Vista del Robles Affordable Housing Project

Chelsea Development Corporation broke ground on its 72-unit affordable housing project in April 2022 with loan assistance from the City of Woodland. The housing development is being constructed at the corner of West Main Street and Ashley Avenue. Construction has been delayed. City Staff is maintaining an interest list until leasing inquiries are accepted by the property management company starting in May 2022. Please contact Dago Fierros for more information at (530) 400-6547 or Dago.Fierros@Cityofwoodland.org.

East Street Multifamily Project

The East Street Multifamily project is an 83-unit rental project that will provide 9 low-income restricted units. The project is set to break ground in Spring/Summer of 2023. The project is located on East Street between Alice Street and Depot Street.

Cross Court Commons Project

The Cross Court Commons project is a multifamily rental project that consists of 32 dwelling units and 3 accessory dwelling units. 4 units will be affordably restricted. The project will be located on the corner of California Street and Elizabeth Way.

New Inclusionary Housing Units

Three local families were verified by the city as median-income households and were approved to purchase affordable homes at the Revival Development by Tim Lewis Communities. The buyers did not utilize City loans for their purchase. The affordable homes closed escrow in July 2022, August 2022, and September 2022.

First Time Homebuyer Program

A local first time homebuyer is currently in contract to purchase a home in Woodland using financial assistance in the form of a City loan through the City's First Time Homebuyer Program. The buyer is set to close on April 5, 2023. The last buyer to receive a loan from the City's first time homebuyer program was in 2016.

PARTICIPANT HOURS CALCULATION

The Community Services Department measures programs through "participant hours". Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program. Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign-ins
Examples include Water Aerobics & Lap Swim, and Badminton,

Classes/Camps/Leagues: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time
Examples include: REXPO, 4th of July

Participant hours and participants in this report are listed for the three-month reporting period; therefore, if 100 participants are listed, the 100 refers to the total participants for the three-month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.6
SUBJECT: Advocacy for Remote Meeting Bills in California Legislature

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to submit letters of support for AB 557 and AB 817 in support of remote meeting flexibility and access.

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808,
spencer.bowen@cityofwoodland.org

Background:

In response to the COVID-19 pandemic, the State of California loosened guidelines concerning remote public meetings. Some of this flexibility proved useful, particularly for advisory bodies. City staff has closely monitored efforts at the state level to refine public meeting guidelines going forward.

Discussion:

Two key bills in the current session address remote meetings:

- AB 557 (Dodd) abolishes the sunset of AB 361, which would allow local agencies to meet remotely during state of emergencies beyond the end of 2023. In addition, it makes a minor change to AB 361's renewal resolutions. Currently, AB 361 requires that an agency pass a resolution recognizing the state of emergency if they are using emergency provisions for over 30 days. AB 557 would change the timeline from 30 to 45 days, providing an additional two weeks and better accommodating agencies' varied schedules. This bill would build in needed flexibility for municipalities like Woodland should another emergency force the City to meet remotely.
- AB 817 (Pacheco) allows non-decision-making legislative bodies that do not have the ability to take final action to participate in two-way virtual teleconferencing without posting their location. This will lower barriers to entry to the City's advisory bodies, ease recruitment for boards and commissions, and make our local government more inclusive to those who otherwise struggle to accommodate the time, distance, or mandatory physical participation currently required.

Should City Council approve staff's recommendation, the City Manager or his designee will send letters of support for both bills to the appropriate legislator and/or committee. Draft letters are attached.

Conclusion:

Staff recommends that the City Council authorize the City Manager to submit letters of support for AB 557 and AB 817 in support of remote meeting flexibility and access.

Prepared by: Spencer Bowen



Ken Hiatt
City Manager

Attachments:

1. Draft AB 817 Support Letter
2. Draft AB 557 Support Letter



**RE: AB 817 (Pacheco) Local Government: Open Meetings.
Notice of SUPPORT**

Dear _____:

The City of Woodland expresses our strong support for AB 817, which would remove barriers to entry for appointed and elected office by allowing non-decision-making legislative bodies that do not have the ability to take final action to participate in two-way virtual teleconferencing without posting location.

Woodland is committed to making our policymaking process as equitable and accessible as possible. Time commitments, time and location of meetings, physical limitations, conflicts with child care, and work obligations all pose significant participation barriers for many Woodlanders. Remote participation enabled individuals who could not otherwise accommodate the time, distance, or mandatory physical participation requirements to engage locally, providing access to leadership opportunities and providing communities with greater diversified input on critical community proposals.

Existing law (Stats. 1991, Ch. 669) requires local bodies to publish and publicly notice opportunities that exist to participate in and serve on local regulatory and advisory boards, commissions, and committees under the Local Appointments List, known as Maddy's Act. However, merely informing the public of the opportunity to engage is not enough: addressing barriers to entry to achieve diverse representation in leadership furthers the Legislature's declared goals of equal access and equal opportunity.

Diversification in civic participation at all levels requires careful consideration of different protected characteristics as well as socio-economic status. The in-person requirement to participate in local governance bodies presents a disproportionate challenge for those with physical or economic limitations, including seniors, persons with disability, single parents and/or caretakers, economically marginalized groups, and those who live in rural areas and face prohibitive driving distances. Participation in local advisory bodies and appointed boards and commissions often serves as a pipeline to local elected office and opportunities for state and federal leadership positions.

AB 817 would help address these issues by providing a thoughtful and narrow exemption under the Ralph M. Brown Act for non-decision-making legislative for these reasons, the City of Woodland is pleased to support AB 817.

Sincerely,



**RE: AB 557 (Dodd) Local Government: Open meetings: local agencies: teleconferences
Notice of SUPPORT**

Dear _____:

The City of Woodland strongly supports AB 557. This bill would abolish the sunset of AB 361 allowing local agencies to meet remotely under modified Brown Act requirements during state of emergencies to continue providing essential local services.

AB 361's provisions allow our Brown Act bodies to continue to provide essential services during state of emergencies until the provisions sunset at the end of 2023. AB 557's provisions would abolish AB 361's sunset and allow this useful and necessary flexibility to continue should we need it.

The City of Woodland is committed to prioritizing health and safety while ensuring government transparency, access, and public engagement, and the passage of AB 557 would support these efforts.

In order to prepare for future state of emergencies, the City needs to retain the ability and flexibility to continue to conduct meetings in a safe manner. AB 557 would give Woodland that much-needed flexibility. Fundamentally, it allows cities to prioritize health and wellness while still providing essential local services during state of emergencies.

For these reasons, the City of Woodland urges your support of AB 557.

Sincerely,



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.7
SUBJECT: WCC Los Rios District Letter of Support

Recommendation for Action: Staff recommends that the City Council approve a letter in support of exploring the process and benefits of Woodland Community College joining the Los Rios Community College District.

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808,
spencer.bowen@cityofwoodland.org

Background:

A community group comprised of local elected leaders, community leaders, and parents of children in the Woodland K-12 system has spearheaded an effort to investigate the benefits and process of Woodland Community College (WCC) realignment into the Los Rios Community College District (LRCCD). Students currently enrolled at WCC certainly receive a quality education from responsive, caring, committed, and dedicated faculty and staff. However, investigating realignment may offer students improved access, outcomes, and opportunities.

Discussion:

Possible benefits of realignment include:

> LRCCD already has two educational centers in Yolo County. A realignment would place Davis, West Sacramento, Esparto, and Woodland in the same community college district. The two LRCCD centers in Yolo County are:

- Sacramento City College, Davis Center | 720 Jade Street, Davis
- Sacramento City College, West Sacramento Center | 1115 W. Capitol Avenue, West Sacramento

> WCC students already attend Los Rios Colleges courses, but are *last* to enroll. All students outside of the LRCCD register for classes after all Los Rios students enroll. Realignment would give WCC the same level of priority.

> Expanded course offerings. Los Rios is a multi-college district that serves over 70,000 students and is one of the five largest community college districts in the state, including four accredited colleges and multiple educational centers. Realignment would offer WCC students access to hundreds more courses, both face-to-face and online, that would assist them with completing their AA/AS degrees and transferring to 4-year universities, state universities, and private colleges.

> Access to additional programs of study and certificates. Realignment would add more areas of study and certificate opportunities for WCC students, including enhanced and expansive Career Technology programs in nursing, allied health, dental hygiene, CISCO certificate, construction, and more.

> Realignment would offer WCC students increased exposure to TAG (Transfer Admission Guarantee) opportunities with many more colleges and universities.

> LRCCD offers Honors Courses that would increase students' admission opportunities at impacted Universities such as UC Berkeley, UC Davis, UC Los Angeles, UC Santa Barbara, and more.

Conclusion:

Staff recommends that the City Council approve a letter in support of exploring the process and benefits of Woodland Community College joining the Los Rios Community College District

Prepared by: Spencer Bowen, Communications and Strategic Policies Manager

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. Draft Letter of Support 04.18.23



300 FIRST STREET | WOODLAND, CA 95776

530-661-800 | CITYOFWOODLAND.ORG

April 18, 2023

Yuba Community College
Attn: Trustees Alves, Burbank, Delgado, Harris, Ortiz, Teagarden, and Wheeler
3301 E. Onstott Rd
Yuba City, CA 95991

Dear Yuba Community College Trustees:

We request your support to explore the process and benefits of Woodland Community College joining the Los Rios Community College District. We believe that Woodland's future education needs align strongly with the Los Rios Community College District.

Uniting the three largest Yolo County cities (Davis, West Sacramento, and Woodland) in the same community college district would improve access and outcomes across the region. A Woodland Community College merger with Los Rios would be beneficial in many ways:

- Countywide coordination of career / workforce development
- Yolo County educational alignment
- Identified college partnerships within Yolo County cities
- Defined student / college enrollments for Yolo County
- Improved recruitment, retention, and graduation of students of color and low-income students

Thank you for considering our request. We urge you to explore the process and benefits of Woodland Community College joining the Los Rios CCD.

Sincerely,

Vicky Fernandez, Mayor

on behalf of

Tania Garcia-Cadena, Mayor Pro Tempore (District 3);
Rich Lansburgh, Council Member (District 1)
Tom Stallard, Council Member (District 2); and
Mayra Vega, Council Member (District 5)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.8
SUBJECT: Military Equipment Use Ordinance

Recommendation for Action: Staff recommends that the City Council:

1. Review the Military Equipment Use Policy and Annual Report and
2. Approve the Military Equipment Use Policy and military equipment purchased or acquired since January 1, 2022.

Staff Contact:

Anthony Cucchi, Deputy Chief, (530) 661-7816, anthony.cucchi@cityofwoodland.org

Fiscal Impact:

No fiscal impact.

Background:

On September 30, 2021, Governor Newsome approved AB 481, which states and requires that a law enforcement agency to obtain approval from the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting, held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The bill allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards.

The bill also requires the governing body to annually review the ordinance and to either approve a renewal of the authorization for a type of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill specifies these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

Discussion:

California Assembly Bill 481 requires that law enforcement agencies shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use

policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, and the quantity sought for each type of military equipment.

The Woodland Police Department currently owns and deploys equipment, which is defined as military equipment per California Government Code 7070 (c). Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

The Woodland Police Department is seeking continued approval of the Military Equipment Use Policy and approval of military equipment purchased or acquired prior to January 1, 2022.

Conclusion:

Staff recommends that the City Council:

1. Review the Military Equipment Use Policy and Annual Report and
2. Approve the Military Equipment Use Policy and military equipment purchased or acquired since January 1, 2022.

Prepared by: Anthony Cucchi, Deputy Chief

Approved by: Derrek Kaff, Police 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:

1. MILITARY EQUIPMENT USE ANNUAL REPORT
2. Military_Equipment_Policy



MILITARY EQUIPMENT USE ANNUAL REPORT 2023

Woodland Police Department

Deputy Chief Anthony Cucchi

Email: Anthony.Cucchi@cityofwoodland.org

TABLE OF CONTENTS

MILITARY EQUIPMENT USE _____	3
COMPLAINTS _____	5
EQUIPEMENT SUMMARY _____	6
NEW REQUESTS _____	19

MILITARY EQUIPMENT USE

SWAT Team Deployments

<u>DATE</u>	<u>REASON</u>	<u>DETAILS</u>
May 4 th , 2022	Arrest Warrant	The SWAT Team was requested to serve an arrest warrant and a search warrant in Knights Landing. The case involved a suspect displaying a Glock handgun and a two AR-15 rifles and the suspect was an ex-felon and prohibited from possessing firearms. The WPD ARV (MRAP) and UAS was used for approach and safe service of the arrest warrant and search warrants. The suspect left the residence prior to the S.W.A.T. Teams arrival. Officers contacted the suspect on the phone and he was taken into custody without incident,
May 10 th , 2022	Search Warrant	The SWAT Team was requested to serve a narcotics search warrant. One suspect was known to possess multiple firearms. The WPD and WSPD ARV (MRAP) and UAS was used for approach and safe service of the search warrant served. SWAT cleared the residence and turned the scene over to Detectives without incident.
Sept. 28, 2022	Ramey Warrant	The SWAT team was requested by WSPD to serve a Ramey and search warrant in West Sacramento. The suspect was wanted for terrorist threats with a firearm and was believed to be in possession of multiple firearms. The WPD ARV (MRAP) and UAS was used for approach and safe service of the Ramey warrant and search warrant. The suspect then surrendered peacefully. UAS and SWAT members cleared the residence and turned the scene over to Detectives without incident.
Nov. 9 th , 2022	Ramey Warrant	The SWAT team was requested by Sacramento Police Department to serve a homicide Ramey and Search warrant. The suspect was believed to still be armed. The WPD ARV (MRAP) and UAS was used for approach and safe service of the Ramey warrant and search warrant. The suspect surrendered peacefully and was taken into custody without incident.

Dec 20th, 2022 Ramey Warrant

The SWAT team was requested by Yolo County Sheriff Detectives to serve a Search warrant and Ramey and search warrant in Esparto Ca. The suspect was wanted for sexual assault crimes against his children and known to have firearms in the past. The WPD ARV (MRAP) and UAS (overhead) was used for approach and safe service of the Ramey warrant and search warrant. Officers made a phone call into the suspect's cell phone and the suspect and his wife surrendered peacefully.

UAV Use

Woodland Police Department sUAS Team Deployments for 2022

DATE	INCIDENT/CASE #	REQUESTING AGENCY / UNIT	TYPE OF DEPLOYMENT	MISSIONS / FLIGHTS	PART 107	BCOA	JCOA	TVBLOS	LOCATION / AREA	SUMMARY OF DEPLOYMENT / MISSION
May	N/A	WPD	Individual Training	32	32	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
Jun	N/A	WPD	Individual Training	31	31	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
Jul	N/A	WPD	Individual Training	26	26	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
8/4/2022	WDP22-003887	WPD	In Progress Crime	3	3	0	0	0	Del Oro St, Woodland, CA	Assist Patrol with Overwatch on Shots Fired Call
Sep	N/A	WPD	Individual Training	4	4	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
9/4/2022	N/A	WPD	Public Event	8	8	0	0	0	Main St, Woodland	Overwatch for C-10 Truck Show
9/27/2022	N/A	WPD SWAT	Training	18	18	0	0	0	Bluegrass Pl, Woodland	UAS Orientation Training with WPD/YSO SWAT
Oct	N/A	WPD	Individual Training	14	14	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
10/25/2022	22142757	WPD	Burglary Alarm	1	1	0	0	0	E Beamer St, Woodland	Rooftop Check of Industrial Building
10/29/2022	WDP22-005407	WPD	In Progress Crime	2	2	0	0	0	Elm St, Woodland	Rooftop Checks for Discarded Firearm (Businesses)
Nov	N/A	WPD	Individual Training	3	3	0	0	0	1000 Lincoln Ave, Woodland, CA	Individual Pilot Training
TOTALS				142	142	0	0	0		

COMPLAINTS

No complaints received or violations of the Military Equipment Policy.

EQUIPEMENT SUMMARY

An annual internal audit and inventory was conducted of all military equipment.

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
 - a. Description, quantity, capabilities, and purchase cost of current UAS:
 - i. DJI MAVIC MINI 2, cost: \$500 each, quantity: 3. Miniature UAS that weighs less than 249 grams and is able to record video with approximately 30 minutes of flight time.
 - ii. DJI MAVIC 2 ENTERPRISE ADVANCED, cost: \$6,500 each, quantity: 1. UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs less than 6,000 grams with approximately 30 minutes of flight time.
 - b. Purpose
To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
 - a. major collision investigations.
 - i. search for missing persons.
 - ii. natural disaster management.
 - iii. crime scene photography.
 - iv. SWAT, tactical or other public safety and life preservation missions.
 - v. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.
 - a. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.
 - b. Expected Life Span
All UAS equipment, 3-5 years.
 - c. Fiscal Impact
Annual maintenance and battery replacement cost is approximately \$1,500.
 - d. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 16-hour department training and ongoing quarterly training.
 - e. Legal and Procedural Rules
Use is established under FAA Regulation 14 CFR Part 107 and the Woodland Police Department UAS policy 444. It is the policy of the Woodland Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
2. **Robots:** Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.
 - a. Description, quantity, capabilities, and purchase cost
 - i. REMOTEC ANDROS F6-A, cost: \$250,000 each, quantity: 2. The Remotec ANDROS F6A is a heavy-duty robot. Its stair climbing ability, an arm capable of lifting 65lbs. The F6A also offers multiple communications options, a chassis and manipulator that allow for accessories and tool combinations, and quick-release pneumatic wheels for rapid width reduction.

- b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.
 - c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots identified at sections 2(a)(i) through (ii). Use is established by the Bomb Squad Commander and or Incident Commander.
 - d. Expected Life Span
All robots, 8-10 years.
 - e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately \$5,000.
 - f. Training
All robot operators must complete the FBI's 6-week hazardous device school prior to operating the robots identified at sections 2(a)(i) through (ii).
 - g. Legal and Procedural Rules
It is the policy of the SPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
3. **Mine-Resistant Ambush-Protected (MRAP) vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.
- a. Description, quantity, capabilities, and purchase cost
 - i. Lenco BEARCAT, G2, cost: \$315,518.65, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
 - b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
 - c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.
 - d. Lifespan
Lenco Bearcat models G2 and G3, 25 years.
 - e. Fiscal Impact
Annual maintenance cost of approximately \$10,000.
 - f. Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.
 - g. Legal and Procedural Rules
Use is established under General Order 580.18. It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
4. **Command and Control Vehicle:** A mobile office that provides shelter, access to Police Department computer systems, and restroom facilities on extended events.
- a. Description, quantity, capabilities, and purchase cost
 - i. Ford F150 Police Responder, quantity: 1, approximate up-fitted cost-\$70,000. This vehicle can also be utilized for SWAT/CNT and other critical incidents,

preplanned large events, searching for missing persons, natural disasters, and community events.

- ii. Chevrolet Tahoe Police Vehicle, quantity: 1, approximate up-fitted cost-\$80,000. This vehicle can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

These vehicles are assigned to the Tactical Commander and Shift Sergeants but may be used by any licensed, authorized personnel during a SWAT/CNT incident, other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

d. Lifespan

The Ford F150 Police Responder is on a 10-year replacement plan unless circumstances require earlier replacement (damage, excessive maintenance, excess mileage). The Chevrolet Tahoe is on a 5-year replacement plan.

e. Fiscal Impact

Annual maintenance costs: Ford F150: \$3,500, Chevrolet Tahoe: \$4,000.

f. Training

The driver/operator shall receive training in the safe handling of the vehicle or comparable vehicle on a closed training course. Once the operator has shown competence in vehicle handling, they are authorized to use these vehicles as needed.

g. Legal and Procedural Rules

It is the policy of the Department to use these vehicles only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

5. **Crisis Negotiation Team (CNT) Vehicle:** A vehicle used as a mobile office that provides shelter, access to the Police Department computer systems, and restroom facilities on extended events.

a. Description, quantity, capabilities, and purchase cost

Freightliner Chassis (custom built) vehicle, cost: \$293,707, quantity: 1. The CNT vehicle can be utilized with SWAT/CNT callouts.

b. Purpose

To be utilized for critical incident callouts.

c. Authorized Use

The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.

d. Lifespan

The CNT vehicle has a 30-year lifespan on a chassis and vehicle.

e. Fiscal Impact

Annual maintenance, \$600.

f. Training

Once completing a closed training course, the operator will drive the vehicle throughout the city with an experienced driver.

g. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

6. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

a. Description, quantity, capabilities, and purchase cost

- i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425, cost: \$1000,
- ii. quantity: 100. The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
- iii. DEFENSE TECHNOLOGY, 40MM TACTICAL 4-SHOT LAUNCHER, #1440, cost: \$1975, quantity: 2. The 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc™ expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by SWAT personnel.
- iv. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost: \$18, quantity: 96. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.
- v. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320, cost: \$30, quantity: 96. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
- vi. DEFENSE TECHNOLOGY, FERRETT 40MM LIQUID BARRICADE PENETRATOR ROUND, #2262, cost: \$23, quantity: 50. A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
- vii. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE, CS, #6182, cost: \$30, quantity: 35. The SPEDE-HEAT CS Long-Range Munitions delivers one chemical canister of CS agent from a 40 mm launcher down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat family may be used to conceal tactical movement or to route a crowd.
- viii. DEFENSE TECHNOLOGY, SPEDE-HEAT 40MM LONG-RANGE ROUND, SAF SMOKE, #6183, cost: \$27, quantity: 25. The Spede-Heat Saf-Smoke Long

Range Munitions is designed to deliver one chemical canister of Saf-Smoke™ payload down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The SpedeHeat 40 mm is designed for outdoor and has a maximum effective range of 150 yards.

- ix. DEFENSE TECHNOLOGY, 40MM ROUND MUZZLE BLAST, with OC, #6040, cost: \$28, quantity: 47. The 40 mm Muzzle Blast OC Round is widely used as a crowd management tool for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden OC powder at close ranges for indoor or outdoor operations. It has a maximum effective range of 30 feet /9.1 meters.
 - x. DEFENSE TECHNOLOGY, 40MM WARNING/SIGNALING MUNTITION with OC, #60280C, 50 Meter, cost: \$41, quantity: 44. The 40mm Aerial Warning/Signaling Munition, 50 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.
- b. Purpose
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
 - c. Authorized Use
Situations for use of the less lethal weapon systems may include, but are not limited to:
 - i. Self-destructive, dangerous and/or combative individuals.
 - ii. Riot/crowd control and civil unrest incidents.
 - iii. Circumstances where a tactical advantage can be obtained.
 - iv. Potentially vicious animals.
 - v. Training exercises or approved demonstrations.
 - d. Training
Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agents instructors.
 - e. Lifespan
 - i. Defense Technology #1425- 25 years.
 - ii. Defense Technology #1440- 15 years.
 - iii. Model 6325 Exact Impact Sponge- 5 years.
 - iv. Model 6320 Direct Impact OC- 5 years.
 - v. Model 2262 Liquid Barricade Penetrator round- 5 years.
 - vi. Model 6182 Defense Technology Spede-Heat 40 MM long-range, CS- 5 years.
 - vii. Model 6183 Spede-Heat 40mm Long-range Round, Saf Smoke- 5 years.
 - viii. Model 6040 40mm Round Muzzle Blast, OC- 5 years.
 - ix. Model 60280C 40 mm warning/signaling munition with OC, 50 meter- 5 years.
 - f. Fiscal Impact
Annual maintenance is approximately \$50 for each launcher.
 - g. Legal and Procedural Rules
Use is established under General Order 580.02 and 580.12. It is the policy of the SPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

- i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 619. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
- ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: \$5, quantity: 2525. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

- i. Remington 870 Less Lethal Shotgun- 25 years.
- ii. Super Sock Round- No listed expiration date.
- iii. Defense Technology Muzzle Blast- 5 years.
- iv. Defense Technology Ferret 12-Gauge Liquid Barricade Round- 5 years.

e. Fiscal Impact

Annual maintenance is approximately \$50 for each shotgun.

f. Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

g. Legal and Procedural Rules

Use is established under General Order 580.02 and 580.12. It is the policy of the SPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

8. **Distraction Devices:** A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
 - a. Description, quantity, capabilities, and purchase cost
 - i. COMBINED TACTIACL SYSTEMS, 7290-2 FLASH-BANG, cost: \$52, quantity: 29. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
 - ii. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$38, quantity: 108. The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light.
 - b. Purpose
To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
 - c. Authorized Use
Diversionary Devices shall only be used:
 - i. By officers who have been trained in their proper use.
 - ii. In hostage and barricaded subject situations.
 - iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
 - iv. During other high-risk situations where their use would enhance officer safety.
 - v. During training exercises.
 - d. Lifespan
Until used.
 - e. Fiscal Impact
No annual maintenance.
 - f. Training
Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.
 - g. Legal and Procedural Rules
Use is established under General Order 580.16. It is the policy of the SPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
9. **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
 - a. Description, quantity, capabilities, and purchase cost
 - i. DPMS AR-10 .308 CALIBER RIFLE, MODEL LR-308, cost: \$1500, quantity: 2. The DPMS with 16" Barrel, AR-10, is an entry level AR-10 style rifle. This firearm is chambered in .308 Winchester/7.62 NATO Rifle and has a 16" barrel. The magazine holds 20 rounds of ammunition and the rifle has a collapsible stock. This rifle is primarily used in an overwatch capacity to protect the community during large events. The DPMS AR-10 is no longer being produced.
 - ii. Daniel Defense AR-10 .308 CALIBER RIFLE, DD5 V1 with M-Lok RAIL, cost: \$2707,

- quantity: 2. Highly accurate and durable rifle which include a two-position adjustable gas block that allows for a consistent and steady gas. A perfected DLC-coated bolt carrier group reduces overall recoil impulse and is easy to maintain and operate in all conditions. Built around a Cold Hammer Forged barrel, the DD5 features an innovative 4-Bolt Connection System that dramatically increases the connection surface area between the barrel and upper receiver for increased stability and accuracy traditionally only found in high-end bolt action rifles. This rifle is primarily used in an overwatch capacity to protect the community during large events.
- iii. LWRCI SWAT OPERATOR PACKAGE IC DI 10.5" RIFLE, cost: \$2070, quantity: 20. A rifle that fires an intermediate-power cartridge (.223) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short-barreled rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun.
 - iv. Colt M16A1 RIFLE, Converted to Semi-Automatic AR-15, received from military at no cost. cost: \$280,000 to convert and outfit rifles for police use, quantity: 8. The M16 rifle, officially designated Rifle, Caliber 5.56MM.
 - v. SPEER GOLD DOT .223 CALIBER 62 GRAIN RIFLE ROUND, cost: \$260 per case of 500, quantity: 400 cases. Remington ammo made by Speer is reloadable, features nickel plated brass cases and Boxer primers and this is a non-corrosive round. The Gold Dot LE ammunition goes through a process of joining the jacket and core one molecule at a time, thanks to this Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy. With exact tolerances and unparalleled bullet uniformity of jacket thickness.
 - vi. FEDERAL 9MM LUGER AUTO 147 Grain FULL METAL JACKET FLAT POINT PRACTICE AMMUNITION, cost: \$6,300, quantity: 15,000 rounds. This Federal American Eagle 9mm Luger ammunition is loaded with a 147 grain Full Metal Jacket bullet. The Full Metal Jacket bullet is for range practice and reducing fouling in the barrel. The jacket extends from the nose to the base, preventing bullet expansion and barrel leading. This ammunition is new production, non-corrosive, ammo, featuring brass cases, boxer primed and is reloadable.
 - vii. FEDERAL 9MM LUGER GRAIN HST DUTY AMMUNITION, cost: \$9600, quantity: 8000 rounds. This 9mm ammo load features nickel plated brass casings and noncorrosive primers. A specially designed hollow-point tip won't plug while passing through a variety of barriers and this bullet holds its jacket in the toughest conditions HST is engineered to provide 100% weight retention through most barriers
 - viii. FEDERAL .223 55GR RIFLE ROUND, cost: \$170 per case of 500, quantity: 1000 cases. Federal 223 Remington ammo features a lead core 55 Grain Full Metal Jacket bullet that is nonmagnetic, non-corrosive boxer primer and new virgin brass casing that can be reloaded up to seven times for those high volume 223 ammo shooters that love to reload their 223 Remington ammunition. The Federal American Eagle 223BL ammo offers muzzle velocity of 3240 feet per second and muzzle energy of 1282 ft lbs.
 - ix. FEDERAL GOLD MEDAL .308 168GR RIFLE ROUND, cost: \$398 per case of 500, quantity: 40 cases. The Federal Gold Medal .308 Winchester ammunition is new production ammo that features a 168 Grain Sierra MatchKing Hollow Point Boat Tail bullet, a non- corrosive boxer primer and the .308 Winchester ammunition is brand new never fired virgin brass casing that can be reloaded

up to seven times for those shooters that reload their .308 Winchester ammunition. Sierra MatchKing Boat-tail bullet with Federal's proprietary delivery system. Federal's Gold Medal .308 Winchester ammo offers a muzzle speed of 2650 feet per second and a muzzle energy of 2619 foot pounds.

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members that are POST certified are authorized to use a rifle.

d. Lifespan

DPMS AR-10 .308 rifle- 15 years.

Daniel Defense AR-10 .308 rifle- 15 years.

LWRCI SWAT operator package IC DI 10.5" rifle- 5 years.

Colt M16A1 rifle converted to semi-automatic AR-15- no expiration.

Federal American Eagle 9mm Luger 147 Grain FMJ- no expiration.

Federal HST Law Enforcement 9mm Luger Ammo 147 grain JHP- no expiration.

e. Fiscal Impact

Annual maintenance is approximately \$50 for each rifle.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

Use is established under General Order 580.02. It is the policy of the SPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

10. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

- i. DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING CANISTER, CS, #1026, cost: \$47, quantity: 50. The Triple-Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.
- ii. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE GRENADE, CS, #1082, cost: \$27, quantity: 75. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
- iii. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE, #1032, cost \$45, quantity: 20. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control

as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

- iv. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION CS GRENADE, #2042, cost: \$48, quantity: 28. The CS Flameless Expulsion Grenade is a compact, nonpyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time.
- v. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION OC GRENADE, #2040, cost: \$49, quantity: 18. The OC Flameless Expulsion Grenade is a compact, nonpyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .02 oz. of active agent during its 3-second discharge time.
- vi. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, #1083, cost: \$38, quantity: 119. The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- vii. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER SAF-SMOKE GRENADE, #1033, cost: \$43, quantity: 100. The design of the Tri-Chamber Flameless Saf-Smoke Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
- viii. DEFENSE TECHNOLOGY, POCKET TACTICAL BLUE SMOKE GRENADE, #1017B, cost: \$39, quantity: 11. The Pocket Tactical Blue Smoke Grenade is a small, lightweight device. Though it is slightly over four inches in length, it produces a blue smoke cloud so fast it appears to be an enveloping screen

produced by a full size tactical colored smoke grenade. It will burn approximately 20-40 seconds.

- ix. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE OC GRENADE, #1080, cost \$41, quantity: 82- The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 0.88 oz. of active agent.
- x. DEFENSE TECHNOLOGY, OC TRIPLE-CHASER SEPARATING CANISTER, #1020, cost: \$61, quantity: 26. The OC Triple-Chaser Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.
- xi. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1056, cost: \$49, quantity: 16. The Defense Technology OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic with minimal decontamination needed. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
- xii. DEFENSE TECHNOLOGY, HAN-BALL OC GRENADE, #1099, cost: \$49, quantity: 28. The Han-Ball OC Grenade expels its payload in approximately 10-25 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launchable grenade holds approximately 0.29 oz. of active agent. The Han-Ball OC Grenade is a fast burning, high volume continuous discharge grenade.
- xiii. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 6 OUNCE, #56854, cost: \$22, quantity: 28. The 6 oz. OC Aerosol Grenade will deliver its payload of 1.3% MC% OC in 20-25 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
- xiv. DEFENSE TECHNOLOGY, FIRST DEFENSE 1.3% MK-9 STREAM OC AEROSOL, #56895, cost: \$55, quantity: 5. The MK-9 features an easy to use trigger handle, is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- xv. DEFENSE TECHNOLOGY, FIRST DEFENSE 1.3% MK-9 FOGGER OC AEROSOL, #43953, cost: \$57, quantity: 28. The MK-9 features an easy to use trigger handle, is intended for use in crowd management and will deliver 14

short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a cone or fogger delivery method providing a wide spray pattern for easier target acquisition.

- xvi. DEFENSE TECHNOLOGY, FIRST DEFENSE 1.3% MK-46V STREAM OC AEROSOL #43046, cost: \$495, quantity: 10. The MK-46 features a trigger handle, is intended for use in crowd management and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules

Use is established under the SPD Chemical Agent Manual 580.07. It is the policy of the SPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

11. Explosive Breaching Tools: Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, cost: \$500, quantity: 5. This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4- inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
- ii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND, cost: \$5 per round, quantity: 201. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- iii. ROYAL ARMS TESAR-3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 11. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- iv. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 12. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.

- v. ROYAL ARMS HP CUTTER 12 GAUGE HOLLOW POINT REBAR CUTTER BREACHING ROUND, cost: \$6 per round, quantity: 24. The round is fired from a breaching shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.
 - vi. ROYAL ARMS FB-82H 12-GAUGE 82 GRAIN FLASH BANG HARD BREACHING ROUND, cost: \$5 per round, quantity: 71. The rounds are fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.
 - vii. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6 per round, quantity: 29. The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.
- b. Purpose
To safely gain entry into a structure.
 - c. Authorized Use
Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.
 - d. Lifespan
Breaching Shotgun- 25 years
Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years
Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years
Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years
Royal Arms HP cutter 12-gauge hollow point rebar cutter breaching round- 5 years
Royal Arms FB-82H 12-gauge 82 grain flash bang hard core breaching round- 5 years
Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years
 - e. Fiscal Impact
Annual maintenance is approximately \$500.
 - f. Training
All officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.
 - g. Legal and Procedural Rules
It is the policy of the SPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

NEW REQUESTS

None

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy ("Policy") is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment pursuant to Assembly Bill 481 ("AB 481"). (California Government Code § 7070; et seq.).

706.1.1 DEFINITIONS

Definitions related to this Policy include those provided in Government Code Section 7070 and as follows:

Governing body – City of Woodland City Council ("City Council") appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code Section 30510 and Penal Code Section 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by City Council or a state agency to require additional oversight.

Woodland Police Department

Woodland PD Policy Manual

Military Equipment

706.2 POLICY

It is the Policy of the City of Woodland ("City") that members of the Woodland Police Department("Department") comply with the provisions of AB 481, with request to the funding, acquisition and use of military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of the department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this Policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department.
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting; and
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and City Council and ensuring that the report is made available on the department website.
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The list of qualifying equipment for the Department is attached to this Policy as Exhibit "A" and incorporated into the Policy by this reference:

[See attachment: Woodland_ Military Equipment List \(Final Draft\).pdf](#)

706.4.1 MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 25% of stock in a calendar year without City Council approval to maintain essential availability for the Department's needs.

Military Equipment

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting this Policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure this Policy is submitted to the City Council and is available on the department website at least thirty (30) days prior to any public hearing concerning the adoption of the Policy. The Policy must be approved by the City Council prior to engaging in any of the following :

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.5.1 PROHIBITED MILITARY EQUIPMENT

The following military equipment is prohibited by the City of Woodland and will not be requested or possessed by the Woodland Police Department:

- Tracked armored vehicles that provided ballistic protection to their occupants.
- Weaponized aircraft, vessel, or vehicles of any kind.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- TASER Shockwave, microwave weapons, and long-range acoustic devices (LRADs)

706.6 MILITARY EQUIPMENT USE CONSIDERATIONS

- (a) The military equipment acquired and authorized by the Department is:
 - 1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - 2. Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military Equipment

- (b) Military equipment shall only be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.

706.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

The Department participates with the Yolo County Regional SWAT Team and works closely with local, county, state, and federal partners. In exigent circumstances and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within thirty (30) days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.

While this procedure is wide-ranging, it is not all-inclusive. There may be instances wherein exigent circumstances demand the need for Incident Commanders to authorize military equipment to be used in a manner not outlined within this policy. In scrutinizing those particular instances, the judgment of the Incident Commander influenced by the totality of the circumstances, public safety, officer safety, civil rights, and information available at the time will be used.

706.8 ANNUAL REPORT

Upon approval of the Policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code section § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.9 COMPLIANCE

- (a) Department members are bound to adhere to this Policy, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or this Policy may result in criminal or administrative investigations and/or actions.
- (b) Members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this Policy and how the military equipment is used by any of the following means:

Woodland Police Department

Woodland PD Policy Manual

Military Equipment

1. Via email to: wpd@cityofwoodland.org
2. Via phone call to: (530) 661-7800
3. Via mail to: Woodland Police Department Attn: Military Equipment Coordinator
1000 Lincoln Avenue Woodland, California 95695

The Department is committed to responding to complaints, concerns, and questions received through any of the above methods in a timely manner.

706.10 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

Woodland_ Military Equipment List (Final Draft).pdf

EXHIBIT "A"

MILITARY USE EQUIPMENT LIST

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
 - a. Description, quantity, capabilities, and purchase cost of current UAS:
 - i. DJI MAVIC MINI 2, cost: \$500 each, quantity: 3. Miniature UAS that weighs less than 249 grams and is able to record video with approximately 30 minutes of flight time.
 - ii. DJI MAVIC 2 ENTERPRISE ADVANCED, cost: \$6,500 each, quantity: 1. UAS that has a color and infrared camera as well as audible speaker and light. Capable of video recording and weighs less than 6,000 grams with approximately 30 minutes of flight time.
 - b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

 - a. major collision investigations.
 - i. search for missing persons.
 - ii. natural disaster management.
 - iii. crime scene photography.
 - iv. SWAT, tactical or other public safety and life preservation missions.
 - v. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.
 - c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.
 - d. Expected Life Span

All UAS equipment, 3-5 years.
 - e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$1,500.
 - f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 16-hour department training and ongoing quarterly training.
 - g. Legal and Procedural Rules

Use is established under FAA Regulation 14 CFR Part 107 and the Woodland Police Department UAS policy 444. It is the policy of the Woodland Police Department ("WPD") to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
2. **Mine-Resistant Ambush-Protected (MRAP) vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

- a. Description, quantity, capabilities, and purchase cost
 - i. The MRAP Maxx Pro cost: approximately \$500,000.00, but received from the military at no cost, quantity: 1. The MRAP is an armored vehicle that seats 8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. It was painted and outfitted with decals, lights and siren to match the department's police vehicles.
 - b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
 - c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.
 - d. Lifespan
MRAP Maxx Pro, 25 years.
 - e. Fiscal Impact
Annual maintenance cost of approximately \$4961.
 - f. Training
The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing. Drivers must obtain a Class B driver's license.
 - g. Legal and Procedural Rules
Use is established under General Order 410. It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
3. **S.W.A.T. Command and Storage Vehicle:** A vehicle that carries S.W.A.T. Equipment, and had large boards for operational planning.
- a. Description, quantity, capabilities, and purchase cost
2007 Ford Utlimaster (custom built) vehicle, cost: \$ 52,000.00 quantity: 1. The vehicle can also be utilized for SWAT/CNT and other critical incidents.
 - b. Purpose
To be used for S.W.A.T. training and other critical incidents where S.W.A.T. is needed.
 - c. Authorized Use
The vehicle used by officers who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.
 - d. Lifespan
The vehicle has a 30 year lifespan on chassis and vehicle structure.

- e. Fiscal Impact
Annual maintenance cost is approximately \$1,709
 - f. Training
The operator will drive the vehicle throughout the city with an experienced driver, until comfortable driving alone.
 - g. Legal and Procedural Rules
It is the policy of the Department to use the vehicle only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
4. **Crisis Negotiation Team (CNT) Vehicle:** A vehicle used as a mobile office that provides shelter, access to the Police Department computer systems on extended events.
- a. Description, quantity, capabilities, and purchase cost
1980 Chevy Pannel truck (custom built) vehicle, cost: \$1000.00, quantity: 1. The CNT vehicle can be utilized with SWAT/CNT callouts. The vehicle was purchased used in 1999 and is overdue for replacement. The replacement cost is around \$50,000.00 fully equipped.
 - b. Purpose
To be used based for C.N.T. training and other critical incidents where C.N.T. is needed.
 - c. Authorized Use
The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.
 - d. Lifespan
The CNT vehicle has a 30-year lifespan on a chassis and vehicle.
 - e. Fiscal Impact
Annual maintenance, \$1,652
 - f. Training
The operator will drive the vehicle throughout the city with an experienced driver, until comfortable driving alone.
 - g. Legal Procedural Rules
Use shall be in accordance with California State law regarding the operation of motor vehicles.
5. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
- a. Description, quantity, capabilities, and purchase cost
 - i. LEWIS MACHINE & TOOL Co. 40MM SINGLE SHOT LAUNCHER, cost \$ 1000.00
Quantity: 1. The 40MM Single Launcher is a tactical single shot launcher that is equipped with a EOTECH sight, a TLR-1 light and sling. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a

- 40MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
- ii. DEF TECH 40 MM SINGLE SHOT LAUNCHER Model 1327 cost \$ 1000.00
Quantity: 5. The 40MM Single Launcher is a tactical single shot launcher that is equipped with a M3 light and sling. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet and is only authorized to be used by trained personnel.
 - iii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320, cost: \$30, quantity: 21. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - iv. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT MARKING (GREEN), #6326, cost: \$30.30 quantity: 12. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 40 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - v. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT, #6325, cost: \$28.65, quantity: 9. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 30 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
 - vi. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT LE EXTENDED RANGE, #6325LE, cost: \$30.30, quantity: 10. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 41 gram crushable foam projectile delivers 120 ft/lbs of energy upon impact. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than thirty-three (33) feet and as far as 233 feet from the target.
 - vii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS, #6322, cost: \$30.30, quantity: 3. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 40 gram crushable foam projectile delivers 120

ft/lbs of energy upon impact in addition to dispersion of 3 grams of OC irritant. The 40mm Direct Impact marking round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

- viii. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (50 meters), #6028WS, cost:\$43.60, quantity: 4. The 40mm Aerial Warning/Signaling Munition, 50 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.
- ix. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (100 meters), #6029WS, cost: \$43.60, quantity: 2. The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance.
- x. DEFENSE TECHNOLOGY, 40 MM CS WARNING / SIGNALING (100 meters), #6029CS, cost: \$45.60, quantity: 6. The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions, and releases 1.8 grams of CS. A tactile feature on the nose of the cone indicates the designated distance.
- xi. DEFENSE TECHNOLOGY, 40 MM FERRET OC (liquid), #1260(no longer manufactured – replacement is part# 2260), cost: \$28.90, quantity: 44. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (powder), #1292 (no longer manufactured) – replacement is part# 2292), cost: \$27.85, quantity: 39. The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical

agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

- xiii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (liquid), #2262, cost: \$28.15, quantity: 6. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xiv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT CS, #6182, cost: \$30.65, quantity: 26. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.
- xv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT SAF-SMOKE, #6183, cost: \$27.85, quantity: 3. The Spede-Heat™ Saf-Smoke™ Long Range Munitions is designed to deliver one chemical canister of Saf-Smoke™ payload down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. The Spede-Heat 40 mm is designed for outdoor and has a maximum effective range of 150 yards.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents instructors.

e. Lifespan

- i. LEWIS MACHINE & TOOL Co. 40MM SINGLE SHOT LAUNCHER – 25 years
- ii. DEF TECH 40 MM SINGLE SHOT LAUNCHER Model 1327 – 25 years
- iii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC, #6320 – 5 years
- iv. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT MARKING (GREEN), #6326 – 5 years
- v. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT, #6325 – 5 years
- vi. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT LE EXTENDED RANGE, #6325LE, - 5 years
- vii. DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS, #6322 – 5 years
- viii. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (50 meters), #6028WS – 5 years
- ix. DEFENSE TECHNOLOGY, 40 MM WARNING / SIGNALING (100 meters), #6029WS – 5 years
- x. DEFENSE TECHNOLOGY, 40 MM CS WARNING / SIGNALING (100 meters), #6029CS – 5 years
- xi. DEFENSE TECHNOLOGY, 40 MM FERRET OC (liquid), #1260(no longer manufactured – replacement is part# 2260) – 5 years
- xii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (powder), #1292 (no longer manufactured) – 5 years
- xiii. DEFENSE TECHNOLOGY, 40 MM FERRET CS (liquid), #2262 – 5 years
- xiv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT CS, #6182 – 5 years
- xv. DEFENSE TECHNOLOGY, 40 MM SPEDE-HEAT SAF-SMOKE, #6183 – 5 years

f. Fiscal Impact

Annual maintenance is approximately \$25 for each launcher.

g. Legal and Procedural Rules

Use is established under General Order 300 and 303. It is the policy of the WPD to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Noise Flash Distraction Devices:** A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

a. Description, quantity, capabilities, and purchase cost

- i. Safari Land #8901 Distraction Device reload steel collar, cost \$34.65, quantity: 32. A non-bursting, non-fragmenting multi-bang device that produces a loud bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
- ii. Safari Land #8933 Distraction Device low roll body, cost \$ 52, quantity: 10. This body holds the above distraction device which can be reloaded.

b. Purpose

Noise/flash distraction devices (NFDD) are less lethal weapons used to facilitate an effective resolution to assaultive or high risk situations where disorienting or moving an individual or group of people, to effect an arrest or clear an area, is desired.

c. Authorized Use

Noise Flash Diversionary Devices shall only be used:

- iii. By officers who have been trained in their proper use.
- iv. In hostage and barricaded subject situations.
- v. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- vi. During other high-risk situations where their use would enhance officer safety.
- vii. During training exercises.

d. Lifespan

Until used.

e. Fiscal Impact

No annual maintenance.

f. Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

g. Legal and Procedural Rules

Use is established under General Order 407. It is the policy of the WPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

7. **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

- i. ARMALITE, 7.62 CALIBER RIFLE, MODEL AR-10, COST: \$2000.00, quantity: 1. This rifle is equipped with a scope, sling and bi-pods. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol.
- ii. COLT, .223 CALIBER RIFLE, MODEL AR-15, COST: \$1000.00, quantity: 1. This rifle allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol.
- iii. SMITH & WESSON, 5.56 mm RIFLE, MODEL M&P 15, COST \$2000.00, quantity: 1. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- iv. COLT, 5.56mm, MODEL: M16A1, received from the military at no cost (replacement cost of \$2000.00 each). Quantity: 6. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer

better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.

- v. COLT, 5.56mm, MODEL: M16A1, received from the military at no cost. (Replacement cost of approximately \$1400.00 each) Quantity 2. It is a short barreled rifle converted to simmunitions (marking paint) to use for training purposes only.
- vi. COLT, 5.56, MODEL M16A2, COST \$2000.00, quantity: 4. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- vii. REMINGTON, .308 CALIBER RIFLE, MODEL 700, COST \$3000.00, quantity: 2. This rifle is equipped with a scope, sling and bi-pods. This rifle is a very highly accurate, used primarily in an over-watch capacity to protect the community during large events and for hostage rescue situations.
- viii. BERGARA, 6.53CM mm RIFLE, MODEL, PREMIER, COST \$3500.00, quantity: 1. This rifle is equipped with a scope, sling and bi-pods. This rifle is a very highly accurate, used primarily in an over-watch capacity to protect the community during large events and for hostage rescue situations.
- ix. COLT LAW ENFORCEMENT 5.56 mm RIFLE, MODEL CARBINE, Cost: \$2000.00, quantity 27. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- x. BUSHMASTER 5.56 mm RIFLE, MODEL M4, Cost: \$2000.00. It is a short-barreled rifle, equipped with a red dot sight, light and sling which allows a trained officer better control with greater accuracy than a pistol. It is used in instances to engage a suspect at greater distances than the capability a pistol. The rifle is capable of firing both 5.56 mm or .223 caliber ammunition.
- xi. HORNADY DUTY .223 CALIBER 60 GRAIN RIFLE ROUND, cost: \$185.00 per case of 200, quantity 50 cases.
- xii. WINCHESTER TRAINING .223 CALIBER, 55 GRAIN RIFLE ROUND, cost: \$314.20 per case of 1000, quantity 19 cases
- xiii. FRONTIER TRAINING .223 CALIBER, 55 GRAIN RIFLE ROUND, cost: \$185.00 per case of 500, quantity 12 cases
- xiv. HORNADY DUTY, 6.53CM mm, 147 GRAIN MTAP RIFLE ROUND, cost: \$ 270.00 per case of 200, quantity 5 cases.
- xv. HORNADY DUTY, 6.53CM mm, 140 GRAIN GMX RIFLE ROUND, cost: \$ 340.00 per case of 200, quantity 1 cases.
- xvi. HORNADY DUTY, .308 CALIBER, 155 GRAIN ELD RIFLE ROUND, cost: \$250.00 per case of 200, quantity 11 cases.

- xvii. HORNADY DUTY, .308 CALIBER, 165 GRAIN GMX TAP RIFLE ROUND, cost: \$380.00 per case of 200, quantity 2 cases.

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only officers that have received department training are authorized to use a rifle.

d. Lifespan

Colt Law Enforcement 5.56 carbine rifle- 15 years.

Bushmaster M4 5.56 rifle – 15 years.

Hornady Duty .223, 60 grain rifle round – no expiration.

Winchester Training .223, 55 grain rifle round – no expiration.

Frontier Training .223, 55 grain rifle round – no expiration.

Hornady Duty, 6.53CM mm, 147 grain mtap rifle round – no expiration.

Hornady Duty, 6.53CM mm, 140 grain gmx rifle round - no expiration.

Hornady Duty, .308 caliber, 155 grain eld rifle round – no expiration.

Hornady duty, .308 caliber, 165 grain gmx tap rifle round – no expiration.

e. Fiscal Impact

Annual maintenance is approximately \$25 for each rifle.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification once a year.

g. Legal and Procedural Rules

Use is established under General Order 306. It is the policy of the WPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

- i. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, CS, #1016, cost: \$28, quantity: 16. The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 in. in size, it easily fits in most tactical pouches. Though this device is slightly over four inches length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical grenade.

- ii. DEFENSE TECHNOLOGY, HAN-BALL GRENADE, CS, #1092, cost: \$40.75, quantity: 3. The Han-Ball™ CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an over all size of 4.8 in. tall, including the fuse head, and 3.1 in. diameter. This launch-able grenade holds approximately 1.6 oz. of active agent which is expelled through three ports around the equator of the ball.

- iii. DEFENSE TECHNOLOGY, SPEDE-HEAT CONTINUOUS DISCHARGE CHEMICAL GRENADE, CS, #1072, cost: \$33.05, quantity: 24. The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This hand held, outdoor use grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.
- iv. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE, #1032, cost: \$46.25, quantity: 39. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
- v. DEFENSE TECHNOLOGY, RIOT CONTROL CONTINUOUS DISCHARGE CS GRENADE, #1082, cost: \$29.30, quantity: 16. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launch-able grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent.
- vi. DEFENSE TECHNOLOGY, TRIPLE CHASER SEPARATING CANISTER, CS, #1026, cost: \$52.35, quantity: 9. The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.
- vii. DEFENSE TECHNOLOGY, INSTANTANEOUS BLAST CS, #1042, cost: \$54.60, quantity: 4. The Instantaneous Blast CS Grenade is designed for indoor or outdoor use; this grenade's powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined grooves on the outside surface. This device is well suited for affecting numerous subjects grouped within a contained portion of a prison yard or area, using wind

to the advantage. This 6.12 in. by 2.62 in. grenade will deliver approximately 1.5 oz. of active agent.

- viii. DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER OC GRENADE, #1030, cost: \$49.00, quantity: 4. Designed for law enforcement and corrections, the OC Flameless Tri-Chamber Pyrotechnic Grenade combines the effectiveness of Oleoresin Capsicum (OC) as an incapacitating agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions. The OC Flameless Tri-Chamber Grenade can be used in crowd control, or barricade situations, as a less lethal solution to incapacitate subjects through temporary respiratory discomfort, while reducing or negating the chance of fire to structures. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.
- ix. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1056, cost: \$50.15, quantity: 2. The Defense Technology® OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor-use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC Vapor on the subject is dramatic, yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder or liquid devices is not practical or desired.
- x. DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE, #1073, cost: \$42.15, quantity: 22. The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 1.5 – 2 minutes through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This grenade is 6.0 in. by 2.6 in. and holds approximately 2.9 oz. of active agent.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Dangerous and/or combative individuals.
- ii. Hostage situation or barricaded suspects.

- iii. Riot/crowd control and civil unrest incidents.
- iv. Circumstances where a tactical advantage can be obtained.
- v. Potentially vicious animals.
- vi. Training exercises or approved demonstrations.

c. Authorized Use

Only SWAT officers who have received training in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn SWAT Officers utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

e. Lifespan

5 years from manufacturing date.

f. Fiscal Impact

No annual maintenance.

g. Legal and Procedural Rules

Use is established under the WPD SWAT Manual. It is the policy of the WPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

9. **Explosive Breaching Tools:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, cost: \$500, quantity: 1. This weapon allows for breaching officers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4- inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
- ii. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGILBE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy solid and hollow wood doors, locks and hinges.
- iii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND, cost: \$5 per round, quantity: 10. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- iv. ROYAL ARMS TESAR-3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
- v. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$5 per round, quantity: 15. The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- vi. ROYAL ARMS HP CUTTER 12 GAUGE HOLLOW POINT REBAR CUTTER BREACHING ROUND, cost: \$6 per round, quantity: 10. The round is fired from a breaching

shotgun and is used to cut rebar, penetrate security glass, car doors, and can penetrate engine blocks.

- i. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6 per round, quantity: 29. The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

b. Purpose

To safely gain entry into a structure.

c. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

d. Lifespan

Breaching Shotgun- 25 years

Royal Arms Tesar-1 orange cap 275 grain copper breaching round – 5 years

Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years

Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years

Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years

Royal Arms HP cutter 12-gauge hollow point rebar cutter breaching round- 5 years

Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years

e. Fiscal Impact

Annual maintenance is approximately \$50.

f. Training

All SWAT officers who use explosive breaching tools shall attend 40 hours of explosive breaching instruction and must additionally receive quarterly training for explosive operations.

g. Legal and Procedural Rules

It is the policy of the WPD to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: F.9
SUBJECT: Final Acceptance and Notice of Completion of the City of Woodland Library Toilet Room Accessibility Upgrades

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the construction of the City of Woodland Library Toilet Room Accessibility Upgrades as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The construction contract with All About Building for the City of Woodland Library Toilet Room Accessibility Upgrades, (hereafter "Project") was awarded on August 31, 2022 in the amount of \$173,850 with an authorized project budget of \$302,734.51. There were two City requested change orders executed for a total of \$5,355.31, resulting in a final construction contract amount of \$179,205.31. The total cost of the project, including project management, design, hazardous material investigation and abatement and construction management was \$266,010.61.

The overall project budget was \$302,734.51 using the following funding;

FY 2019/20 CDBG Action Plan.....	\$ 60,000.00
FY 2021/22 CDBG Action Plan.....	\$193,734.51
Measure J.....	\$ 49,000.00
Total.....	\$302,734.51

Background:

The main restrooms at the City's Public Library were approaching the end of their service life and were not compliant with current Americans with Disabilities Act (ADA) standards. Library staff engaged McCandless & Associates Architects in 2019 to design improved facilities that will meet current ADA standards and serve the needs of library patrons. The City solicited bids in July 2022 for construction of the project. On August 23, 2022, the City received two bids and All About Building was determined to be the lowest responsible bidder with a retail construction cost about 8% lower than the other bidder.

Discussion:

Hazardous material abatement preceded construction and started on 12/27/2022. On January 4, 2023, All About Building commenced constructing the bathroom improvements and concluded their work on March 31, 2023. The City requested two Change Orders to be added to the project, increasing the contract amount by \$5,355.31. One Change Order for \$2,336.24, compensated All About Building for bringing the floor drains into compliance with current building codes. The other Change Order, for \$3,019.07, compensated All About Building for repairing unanticipated water damage to the studs separating the restrooms.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the construction of the City of Woodland Library Toilet Room Accessibility Upgrades as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. Library Toilet Room Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT AS COMPLETE THE CITY OF WOODLAND LIBRARY TOILET ROOM
ACCESSIBILITY UPGRADES AND AUTHORIZE THE CITY CLERK TO
FILE A NOTICE OF COMPLETION**

WHEREAS, the Woodland City Library engaged Americans with Disabilities Act standards. Library staff engaged McCandless & Associates Architects to prepare construction documents for the City of Woodland Library Toilet Room Accessibility Upgrades (the “Project”) and;

WHEREAS, On June 7, 2022 the Woodland City Council approved Resolution 7932 appropriated an additional \$51,000 of CDBG funds for the City of Woodland Library ADA Restrooms Upgrade project bringing the total budget to \$302,734.51 in CDBG and Measure J funding; and

WHEREAS, the City Council approved Resolution 7991 on September 20, 2022, to execute a construction contract with All About Building, in the amount of \$173,850; and

WHEREAS, the construction of the Project began on January 4, 2023 and was declared substantially completed on March 31, 2023.

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

Section 1. The City Council hereby accepts the City of Woodland Library Toilet Room Accessibility Upgrades, as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the City of Woodland Library Toilet Room Accessibility Upgrades.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 18th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: G.10
SUBJECT: Spring Lake Capital Construction Projects Update

Recommendation for Action: Staff recommends that the City Council receive an update on construction projects in Spring Lake including pending changes to the Spring Lake Capital Improvement Plan.

Staff Contact:

Brent Meyer, Community Development Director / City Engineer, (530) 661-5947,
brent.meyer@cityofwoodland.org

Fiscal Impact:

No fiscal impact. This item is informational only.

An update to the Spring Lake Capital Improvement Plan will be brought to Council at a public hearing at a future meeting date that will propose to include in the Capital Improvement Plan the funding needed to construct the segment of County Road 25A to complete the existing roadway segment between Parkland Avenue and Meikle Avenue. A recent review of the Spring Lake Infrastructure Fee (SLIF) fund balances determined that there will potentially be sufficient funds available to pay for this project. This segment of roadway was previously removed from the Spring Lake CIP to ensure sufficient funding was available to complete of infrastructure essential to the build out of the Specific Plan.

Current Spring Lake Project Updates

The following is a list of updates to the construction projects currently or soon to be under construction in the Spring Lake Specific Plan Area:

Jack Slaven Park: The landscaping at Jack Slaven Park, including the dog exercise area, is nearly complete. Upon completion of the landscaping, the park improvements will remain fenced for 90 days to allow the planting to establish. Remaining work on the basketball court, path lighting, and electrical system will continue during this time. Completion of the basketball court may extend beyond the end of the 90-day plant establishment period as this work is coordinated with the courts being constructed at Rick Gonzales and Spring Lake Parks.

Rick Gonzales Sr. Park: The wet winter delayed progress on the construction of Rick Gonzales Sr. Park. The contractor has completed the demolition, rough grading, and subgrade and aggregate base preparation at the tennis and basketball courts. The remaining work such as the irrigation, landscaping, pathway lighting, concrete, decomposed granite paths, sports courts, and park furnishings are currently scheduled to be completed in June. The park is projected to be open to the public in September after the 90-day landscape establishment period.

Spring Lake Park: The wet winter also delayed progress on the construction of Spring Lake Park. The contractor has completed the demolition and rough grading. The remaining work such as irrigation, landscaping, pathway lighting, concrete, decomposed granite paths, sports court, play area, and park furnishings are currently scheduled to be completed in July. The park is projected to be open to the public in October after the 90-day plant establishment period.

Sports Park Drive Bike & Pedestrian Overcrossing: Construction work on the bike and pedestrian crossing over SR 113 is currently anticipated to be complete in May. Remaining work includes completion of the landscaping as well as remediation work on the project that requires clear weather to perform. Upon completion of both the overcrossing and Spring Lake Park, the continuous pathway will open for public use. In the interim, the overcrossing path will terminate at the current utility maintenance access road that parallels the southern edge of Spring Lake Park. This gravel maintenance road is not paved and therefore not ADA accessible or intended for bicycle and pedestrian travel. The City does not encourage its use to access the pedestrian overcrossing path and instead requests that residents continue to use alternate paths to cross SR 113 until both projects are complete and open for public use. Advisory signs are in place along the path. The City intends to host an event commemorating the formal opening of the overcrossing in coordination with the completion of the Spring Lake Parks. A date for this public event will be set as we near the completion of the parks. The City will share further information through social media, the City's website, Spring Lake email lists, and notices at each of the Spring Lake neighborhood parks.

Pioneer Avenue Completion: This project will complete the full 4-lane improvements of Pioneer Avenue from the Pioneer High School entrance to Farmers Central Road. The project includes the new traffic signal at the Pioneer Avenue/Farmers Central Road intersection as well as a new off-street bike path on the west side of Pioneer Avenue.

This project is being constructed by Lennar Homes and is expected to be complete by the end of summer 2023.

New Signalized Intersection at Gibson Road and Harry Lorenzo Ave/Bourn Drive: The existing median will be modified and a new signalized intersection installed to allow full turning movements into and out of Harry Lorenzo Avenue and Bourn Drive onto Gibson Road. Crosswalks will be incorporated to provide bike and pedestrians controlled north/south crossing of Gibson Road.

This project is being constructed by Lennar Homes and is currently planned for completion this summer while school is out of session.

Gibson Road / SR 113 Off-Ramp Improvements: With build out of the northwest portion of the Specific Plan Area underway, this project will enhance safety and improve bicycle and pedestrian connectivity. The project modifies the northbound 113 off-ramp on to Gibson Road by removing the uncontrolled freeway ramp merge and installing a new signalized turn lane to eliminate the free right turn. Exiting traffic heading eastbound will be directed through a signalized intersection where a new north/south crosswalk will provide controlled crossing for bicycles and pedestrians. This project is currently under design and planned for construction in 2024.

Staff sent these project updates to the Spring Lake community via email on April 11. Staff also included this in social media posts and in the Woodland Weekly email.

County Road 25A Completion / Spring Lake CIP Update

When the Spring Lake Capital Improvement Plan (SL CIP) was originally approved in 2004, funding for construction of CR 25A from SR113 to CR 102 was included. When the SL CIP was updated in 2009, the segment from Promenade Drive to Parkland Avenue was removed from the plan in order to lower housing construction costs during the great recession and encourage continued build out of the Spring Lake Specific Plan. Subsequently, when the SL CIP was updated in 2017, the segment from Promenade Drive to Meikle Avenue was added to the plan along with the greenbelt improvements on the north side of the road for the entire southern boundary of the Spring Lake Plan Area. The roadway portion of the segment of CR 25A was deferred to ensure sufficient funding in the Spring

Lake Capital fund to construct higher priority infrastructure projects necessary to complete the build out of the Specific Plan Area.

Based on a recent review of the Spring Lake Infrastructure Fee (SLIF) fund balances and projected remaining Fee revenue, staff has determined that there will potentially, subject to favorable construction bids, be sufficient funds available to pay for this project.

Staff is preparing proposed updates to the SL CIP and will be scheduling an item at the May 18th City Council Meeting to consider approving updates to the CIP to include this and other changes to remaining Spring Lake infrastructure projects. On April 11th, the City sent out communication via email and social media with the updates on these projects and notification of the April 18th Council Agenda item to receive a report on these projects.

Conclusion:

Staff recommends that the City Council receive an update on construction projects in Spring Lake including pending changes to the Spring Lake Capital Improvement Plan.

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

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 18, 2023
ITEM #: G.11
SUBJECT: Woodland Regional Park Preserve Conservation Easement Approval

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Woodland Regional Park Preserve Conservation Easement and Site-Management Plan and authorizing the City Manager to execute the Purchase and Sale Agreement and proceed with steps necessary to complete the recordation of the Conservation Easement.

Staff Contact

Ken Hiatt, City Manager; Ken.Hiatt@cityofwoodland.org; 530.661.5800

Council Goals

Finalizing the Conservation Easement and opening the Woodland Regional Park Preserve for public access and environmental education is listed as a priority Quality of Life initiative in the 2023-24 Council Goals document.

Fiscal Impact

The Conservation Easement, as determined by the appraisal conducted as part of the easement negotiations with the Conservancy, was valued at One Million, One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00). The purchase agreement stipulates, pursuant to Yolo Habitat Conservancy's Stewardship Policy, that the City contribute \$71,100, or 6% of the appraised value of the easement towards an endowment fund that will be used by the Yolo Habitat Conservancy to fund the long-term monitoring and management of the conservation easement area. These funds will be paid at close of escrow along with the City's share of escrow closing costs.

Staff recommends City Council direct staff to set the approximately \$1.1M of net proceeds aside into an account to off-set costs for further improvement and maintenance of the Woodland Regional Park Preserve as well as to provide a source of future matching funds for grants to complete the improvements identified in the WRPP Master Plan.

To date, the City has allocated \$100,000 to support master planning for the site and as matching funds for grants received. A total of over \$1,500,000 in grant funding has been raised to construct initial improvements and provide initial outdoor educational programs. An additional funding allocation will be needed to cover expenses associated with final preparation of the site for public access later this summer. The amount of funding needed is estimated to be approximately \$50,000 and will be integrated as part of the FY24 Budget.

Background

The WRPP's progression from an active landfill to a nature park along with the wide variety of wildlife, plant species, and habitat types, makes this site a very unique asset to Woodland. Over twenty different plant species thrive at the WRPP, including the federally listed endangered palmate-bracted bird's-beak (*Cordylanthus palmatus*). Multiple resident and migratory bird species, including the Swainson's hawk (*Buteo swainsoni*) and white-tailed kite (*Elanus leucurus*) inhabit the site, and diverse habitats, including alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities are present on the WRPP.

The WRPP was originally identified as a future publicly accessible open space in the 1996 General Plan and remains referenced for this same purpose in the 2035 General Plan, as seen below:

“This site (Woodland Regional Park Preserve) has significant habitat value and the majority will be protected through a habitat conservation easement. Improvements will be made to provide public access via a trail network on the site, including parking and structures to support public use of the property consistent with the conservation easement. The former borrow pit will be converted to a stormwater runoff/detention pond and improved to enhance the habitat value of the property.”

Protection of the WRPP’s plant and wildlife populations and habitats, along with the creation of public access to the WRPP has therefore been a City Council priority for many years. On July 6, 2017, City Council received an initial presentation on the WRPP, at which time it directed staff to undergo negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the site and return to Council with final easement documents and appraisal value.

Work on the easement was delayed while the Yolo Habitat Conservancy finalized the Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) and Local Conservation Strategy for Yolo County, during which time the City refined its plans for improvement and use of the WRPP site. As stated in the WRPP’s Site-Specific Management Plan:

“The Yolo HCP/NCCP provides for the conservation of covered species and protects regional biodiversity by protecting, restoring, enhancing, and managing covered species habitat and important natural communities across Yolo County, including natural and agricultural landscapes that support covered species. As part of this program, the Yolo Habitat Conservancy acquires conservation easements on lands within Yolo County from willing landowners that include conservation and management conditions consistent with the biological goals and objectives of the Yolo HCP/NCCP.”

With the HCP/NCCP adopted and ready for implementation starting on January 11, 2019, along with the initial improvements to the WRPP nearing completion, the City and Yolo Habitat Conservancy reinitiated efforts to finalize the conservation easement.

In parallel to the efforts to finalize the Conservation Easement, the City and its project partners have continued making site improvements, with the objective of preparing the WRPP for public access, while maintaining its sensitive plant and wildlife species and their associated habitats. Some milestone improvements to the site over the years include: re-grading the former landfill borrow pit on the site into an approximately 20-acre constructed wetland that is managed as a perennial wetland on the western half and a seasonal wetland on the eastern half, construction of a 1,600 foot ADA walking trail along the west and north side of the constructed wetland, construction of an educational kiosk at the entrance of the ADA path, installation of two ADA parking stalls, installation of a new well and power connection to provide a reliable source of year-round water for the constructed wetland, removal of old barb wire fencing and associated debris on the site that posed a hazard to wildlife and humans, construction of post and cable fencing to delineate public access areas, installation of bike racks, installation of bird nest boxes, tree planting and irrigation installation along the riparian zone, and the removal of more than 60 acres of invasive species utilizing goat grazing and volunteer-based hand pulling efforts.

In addition, numerous privately led educational events have been held at the WRPP by partner organizations including Tuleyome, Yolo Audubon Society, Woodland Tree Foundation, and WRPP Leadership Team Members. City Council has received periodic updates on the above mentioned improvements, as well as an overview of ongoing grant writing efforts, establishment of the Lease Area with Tuleyome at the WRPP, and the various educational events held on site.

Discussion

The purpose of establishing this Conservation Easement is to ensure that the Easement Area is forever retained and protected in its natural, restored, enhanced, or functional habitat condition, within the limits of the Yolo HCP/NCCP and the Site-Specific Management Plan.

The following list encompasses the primary steps taken to-date to finalize the Conservation Easement:

- Identified the entity that will hold the easement and manage the site: The Yolo Habitat Conservancy was named the Easement Holder, while the City remains the Landowner. Both parties' rights and responsibilities are outlined in the Conservation Easement;
- Finalized the Conservation Easement: This document was established between the City of Woodland (Landowner) and Yolo Habitat Conservancy (Easement holder) articulating the permanent restrictions of use in relation to, and in addition to, applicable habitat conservation requirements;
- Finalized the Site-Specific Management Plan: This document was developed concurrently with the Conservation Easement and includes WRPP-specific provisions regarding the preservation and maintenance of the species habitat and natural communities on the property consistent with the biological goals and objectives of the countywide HCP/NCCP as well as compatible open space use and recreational uses of the Easement Area. This document may be updated over time to reflect changing conditions or management needs at the WRPP, with the written approval of the Yolo Habitat Conservancy and the City of Woodland;
- Prepared an appraisal to determine the Conservation Easement value: City staff worked with Yolo Habitat Conservancy to facilitate site visits and provide relevant documentation to determine an accurate easement value of the property;
- Negotiated the Purchase and Sale Agreement: The Purchase and Sale Agreement for the Conservation Easement between Yolo Habitat Conservancy and the City of Woodland identifies the terms of the sale of the conservation easement, including costs and timeframe. See section "Fiscal impact" above for additional information.

Purpose and Uses within the Conservation Easement

The 153.096-acre Easement Area includes a 2.284-acre Municipal Well Site Development Envelope and a 12.854-acre Park Facilities Development Envelope, in addition to the 137.958-acre Conservation Area. The overarching objective is to maintain the Conservation Area in its natural or existing condition without precluding future enhancement or restoration; however, some physical improvements and public access will be allowed as long as they do not impair the habitat within the Conservation Area or negatively impact the species that rely on these habitats. For example, unpaved public access trails located in areas agreed upon by both the City and Yolo Habitat Conservancy may be constructed, given that they do not exceed a width of eight (8) feet at any location, and do not exceed a combined total length of three-and-a-half (3.5) miles. Other minor amenities such as signage, benches, shade structures, observation decks, and fencing that support Compatible Recreational Uses within the Easement Area are allowed to the extent that they are consistent with the Conservation Easement and Site-Specific Management Plan. In order to protect the sensitive habitats within the Conservation Area, structures and activities within these development envelopes are subject to the provisions of the Conservation Easement, except where explicitly stated otherwise.

Public uses in the Easement Area shall be limited to compatible recreational uses to prevent the disruption of wildlife, plant, and habitat communities. These passive recreational uses include walking and jogging along trails, wildlife viewing, and/or organized events (bird watching, stargazing, painting, photography) hosted by the City or parties authorized by the City. Furthermore, the Conservation Easement outlines restrictions on several recreational uses that contradict the protection and / or enhancement of the WRPP's Conservation Values. These restrictions include avoiding recreational use in portions of the Easement Area containing alkali prairie, vernal pools, or wetlands. Furthermore, recreational use of off-highway vehicles, drones, and hunting are prohibited anywhere on the property.

Dogs, horses, or other domesticated animals are not allowed within the Easement Area, except for service animals, grazing livestock, and livestock guard dogs used specifically for vegetation management conducted by, or under the supervision of, the Conservancy. Bicycles and scooters are prohibited within the Conservation Area, but are allowed within the Park Facilities Development Envelope. Lastly, overnight recreational use, including camping, is prohibited within the Easement Area unless the City grants special permission to allow this activity specifically within the Park Facilities Development envelope. A comprehensive list of unauthorized uses is outlined within "Section 4, Prohibited Uses" starting on page 6 of the Conservation Easement.

Obligations and Responsibilities

The City and Yolo Habitat Conservancy each have their own set of responsibilities that are intended to help fulfil the Conservation Easement.

As the Landowner, the City shall maintain the right to access the landfills and other portions of the Easement Area to perform necessary maintenance or remediation in accordance with Title 27 California Code of Regulations § 21180. The City has reserved the area containing and surrounding the City's municipal well to allow for ongoing operations, maintenance, and possible future replacement of the municipal well in this portion of the Easement Area. The City has reserved the southern portions of the WRPP as a Park Facilities Development Envelope. Within this area, the City maintains responsibility for the management and maintenance of the stormwater canal, road, well and other existing and future infrastructure. Furthermore, the City shall endeavor to prevent uses or activities anywhere within the Easement Area that may degrade or harm the Conservation Values contained within the Conservation Area or are otherwise inconsistent with the purposes of this Conservation Easement.

As the Conservation Easement holder, Yolo Habitat Conservancy shall preserve, protect, restore, and enhance the Conservation Values of the Easement Area, with the consent of the City and in accordance with the Management Plan and the Conservation Easement's terms. It shall be responsible for monitoring compliance with, and otherwise enforcing the terms of the Conservation Easement. At the Yolo Habitat Conservancy's sole cost and expense, scientific research, management, and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7 shall be carried out.

Additionally, Yolo Habitat Conservancy shall prevent any activity on, or use of, the Easement Area that is inconsistent with the Conservation Easement. They furthermore shall require the restoration of areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the Woodland Regional Park Preserve Conservation Easement and Site-Management Plan and authorizing the City Manager to execute the Purchase and Sale Agreement and proceed with steps necessary to complete the recordation of the Conservation Easement.

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. WRPP Conservation Easement
3. WRPP Management Plan
4. WRPP Purchase and Sale Agreement
5. Location Map
6. WRPP Master Plan

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING THE WOODLAND REGIONAL PARK
CONSERVATION EASEMENT AND SITE MANAGEMENT PLAN AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
PURCHASE AND SALE AGREEMENT AND PROCEED WITH STEPS
NECESSARY TO RECORD THE CONSERVATION EASEMENT**

WHEREAS, the City of Woodland (“City”) is the owner of certain property located at 20179 County Road 102 (Assessor’s Parcel Number APN: 042-030-012-000) in the City of Woodland, County of Yolo, State of California (the “Property”), which Property is known as the Woodland Regional Park Preserve (WWRPP); and

WHEREAS, the Property has been unoccupied since 2011 and the City desires to establishing a habitat conservation easement on the Property that will allow for use of the property for recreational open space purposes, and

WHEREAS, and the establishment of a habitat conservation easement and management of the property consistent to the benefit of certain habitat species is consistent with the City’s 2035 General Plan; and

WHEREAS, and the Conservation Easement and Management Plan provide opportunity for public access and enjoyment of the property as open space consistent with the habitat values of the property.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND
DOES HEREBY RESOLVE AND FIND AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval of Conservation Easement and Site Management Plan. The City Council hereby approves the Conservation Easement and Site Management Plan for the Woodland Regional Park Preserve located at 20179 County Road 102 (Assessor’s Parcel Number APN: 042-030-012-000) and authorizes the City Manager to take such steps as necessary to execute and record the Conservation Easement and implement the Site Management Plan.

Section 3. Approval of Purchase and Sale Agreement for Conservation Easement. The City Council hereby authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, a Purchase and Sale Agreement for Conservation Easement with the Yolo Habitat Conservancy.

Section 4. Funding for Woodland Regional Park Preserve. The City Council hereby directs staff to set aside the net proceeds of approximately one million one hundred thousand dollars (\$1,100,000) from the sale of the Conservation Easement into an account to off-set costs for further improvement and maintenance of the Woodland Regional Park Preserve

as well as to provide a source of future matching funds for grants to complete the improvements identified in the WRPP Master Plan.

APPROVED AND ADOPTED THIS 18th day of April, 2023.

Vicky Fernandez, Mayor
City of Woodland

ATTEST:

Ana Gonzalez, City Clerk
City of Woodland

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy
PO Box 2202
Woodland, CA 95776
Attention: Alexander Tengolics, Executive Director

WITH A COPY TO:
State of California
Department of Fish and Wildlife
Attn: Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090

Exempt from recording fees (Cal. Gov. Code § 27383)

APN: 042-030-012

Space Above Line for Recorder's Use Only

DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the “**Conservation Easement**”) is made this _____ day of _____, 2023 by the City of Woodland, a political subdivision of the State of California (“**Landowner**”), in favor of and the Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency (“**Easement Holder**” or “**Yolo Habitat Conservancy**”). Landowner and Easement Holder are also referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Landowner is the owner in fee simple of certain real property containing approximately 158.763 acres, located in the County of Yolo, State of California, currently designated Assessor’s Parcel Number(s) 042-030-012-000 (the “**Property**”). Landowner intends to grant a Conservation Easement over 153.096 acres of the Property, more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”).

B. The Easement Area possesses wildlife and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States. The Easement Area will provide high quality habitat for palmate-bracted bird’s-beak (*Cordylanthus palmatus*) Swainson’s hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), western burrowing owl (*Athene cunicularia*), tricolored blackbird (*Agelaius tricolor*), western pond turtle (*Actinemys marmorata*), and giant garter snake (*Thamnophis gigas*) within alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the

Easement Area. The status of the Conservation Values, including the open space uses that support these Conservation Values and compatible recreational and educational uses such as walking/jogging, birdwatching, outdoor learning and other forms of passive recreation by the general public (“**Compatible Recreational Uses**”), as well as other uses and improvements within the Easement Area at the time of the execution of the Conservation Easement are described in the “**Baseline Documentation Report**”. Both Parties acknowledge, as described in **Exhibit B** attached hereto and incorporated herein by reference, that each has received a copy of the Baseline Documentation Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement.

C. This Conservation Easement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the “**Yolo HCP/NCCP Instruments**”):

- a. The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018, prepared by the County of Yolo (“**County**”), City of Davis (“**Davis**”), City of West Sacramento (“**West Sacramento**”), City of Winters (“**Winters**”), and City of Woodland (“**Woodland**”), and approved by the United States Fish and Wildlife Service (“**USFWS**”) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (“**ESA**”), and by the California Department of Fish and Wildlife (“**CDFW**”) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (“**NCCPA**”); and
- b. Implementing Agreement for the Yolo HCP/NCCP (the “**Implementing Agreement**”), dated January 10, 2019, by and among USFWS and CDFW (collectively, the “**Wildlife Agencies**”), the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (“**Yolo Habitat Conservancy**”), County, Davis, West Sacramento, Winters, and Woodland (collectively, the Yolo Habitat Conservancy, County, Davis, West Sacramento, Winters, and Woodland, are referred to herein as “**Permittees**”); and
- c. The federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and
- d. The state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCPA.

D. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code Section 815 *et seq.*

E. The funds provided by the Yolo Habitat Conservancy for the purchase of this Conservation Easement constitute a local cost share to funds provided by the U.S. Department of the Interior, USFWS, for the purchase of the Yanci Ranch Conservation Easement pursuant to the Cooperative Endangered Species Conservation Fund (Catalog of Federal Domestic Assistance

number 15.615) FY 2019 Habitat Conservation Plan Land Acquisition Grant Agreement Number F20AP11994 (WCB Subgrant Agreement Number SG-2202DD), effective as of July 1, 2020 and authorized by Section 6 of the ESA, which includes as its purpose the acquisition of land associated with approved Habitat Conservation Plans.

F. CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

G. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 et seq. (“ESA”), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) et seq., and other provisions of federal law.

H. The Easement Holder is a California joint powers agency, and authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3.

I. The Yolo Habitat Conservancy serves as the “**Implementing Entity**” of the Yolo HCP/NCCP, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with the Wildlife Agencies. The Yolo HCP/NCCP Instruments confer separate rights and obligations on the Implementing Entity that will survive any future transfer of the Conservation Easement.

J. Following recordation of this Conservation Easement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP) (“**Reserve System**”) and will count toward the land acquisition requirements set forth in the Yolo HCP/NCCP.

K. The Yolo Habitat Conservancy has developed a management plan, known as “Woodland Regional Park Preserve Site-Specific Management Plan,” that applies to the Easement Area (the “**Management Plan**”) incorporated herein by reference. The Management Plan has been developed in accordance with the applicable requirements of the Yolo HCP/NCCP Instruments. The Management Plan also includes provisions that preserve and maintain the open space use and Compatible Recreational Use of the Easement Area to the fullest extent such uses are compatible with the preservation of its Conservation Values.

Landowner and Easement Holder recognize that changes (e.g., in technologies, weather cycles, natural resource management technologies, conservation practices) may dictate changes in the management of the Easement Area, consistent with the purposes of this Conservation Easement and the Yolo HCP/NCCP Instruments. The Management Plan may be revised from time to time only with the written approval of both the Landowner and Easement Holder, so long as the revisions are consistent with the requirements of the Yolo HCP/NCCP Instruments. The final,

approved copy of the Management Plan, and any amendments thereto approved by the Parties, shall be kept on file at the Yolo Habitat Conservancy.

L. Landowner previously operated five (5) landfills (collectively, the “**Landfills**”) on approximately thirty-two (32) acres of the Easement Area. The Landfills were capped and closed by 1982.

AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq.*, Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, enhanced, or otherwise functional habitat condition as contemplated by the Yolo HCP/NCCP and the site-specific Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein, including Compatible Recreational Uses. The Parties agree that the protection of the Conservation Values may be achieved by maintaining the Easement Area in its natural or existing condition (not precluding future enhancement or restoration). The establishment of a trail system and other minor amenities (e.g., signage, occasional benches, shade structures, observation decks, fencing) that support Compatible Recreational Uses within the Easement Area is allowed provided that these amenities and associated recreational activities do not interfere with the Easement Area’s covered species and their associated functional habitats as described in the Baseline Documentation Report and are consistent with the terms and conditions of this Conservation Easement and the Management Plan.

2. **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner’s ownership of the Easement Area, including the right to establish unpaved public access trails located in areas agreed upon by both Landowner and Easement Holder that do not exceed a width of eight (8) feet at any location and do not exceed a combined total length of three-and-a-half (3.5) miles and other minor amenities (e.g., signage, occasional benches, shade structures, observation decks, fencing) that support Compatible Recreational Uses within the Easement Area, so long as such activities are consistent with the purposes of this Conservation Easement, as set forth above in Section 1, the Management Plan, and do not impair the Conservation Values.

(a) **Development Envelopes.** The Easement Area includes a 2.284-acre Municipal Well Site Development Envelope and a 12.854-acre Park Facilities Development Envelope, as shown and described in **Exhibit A**. All structures and activities within the Development Envelopes are subject to the provisions of the Conservation

Easement except where explicitly stated otherwise and allowable uses within the Development Envelope cannot interfere with the protection or enhancement of the Conservation Values on the portions of the Easement Area that are not included in the Development Envelope.

(b) **Access to Landfills.** Landowner has the right to access the Landfills and other portions of the Easement Area as required to perform necessary maintenance or remediation in accordance with Title 27 California Code of Regulations § 21180, provided that Landowner provides Easement Holder with twenty-four (24) hours prior notice unless an emergency presenting an imminent threat of injury to persons or damage to property does not permit such notice, in which case Landowner may immediately access the Easement Area for such maintenance or remediation purpose.

3. **Rights of Easement Holder.** To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the Management Plan and the terms and conditions of this Conservation Easement;
- (c) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement or to carry out, at Easement Holder's sole cost and expense, scientific research and management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner in writing or by phone. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder;
- (d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (e) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

- (f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, as set forth in Section 1, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, the Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a management practice or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan.

- (a) Unseasonal watering activities that promote the establishment of invasive species that act as predators of covered species, impair the habitat quality of the site for covered species, or otherwise impair the Conservation Values of the site;
- (b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and as provided in the Management Plan in connection with activities or uses that are authorized or reserved hereunder. Under no circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and the Wildlife Agencies due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;
- (c) Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to maintain the former landfill cover and associated improvements in accordance with Title 27 California Code of Regulations § 21180 or to conduct any management practice or other activity as provided for in the Management Plan. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment, except within the Development Envelope, is prohibited;
- (d) Except as set forth in the Management Plan or within the Development Envelope, any construction, reconstruction, relocation or placement of any road, building, billboard, or sign (excluding small directional and interpretative signs adjacent to walking / jogging / hiking trails), or any other structure or improvement of any kind, or altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Wildlife Agencies;

- (e) Vineyards, orchards, nurseries, intensive livestock use (e.g., dairy, feedlot), irrigated agriculture, and other agricultural uses except as allowed in the Management Plan;
- (f) Commercial, industrial, residential, or other institutional uses except within the Development Envelope and as allowed in the Management Plan;
- (g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with maintenance of the cap over the former landfill in accordance with Title 27 California Code of Regulations § 21180 and lawful uses that do not impair the Conservation Values of the Easement Area and are allowed in the Management Plan;
- (h) Planting, introduction, or dispersal of invasive plant or animal species;
- (i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals. This provision is not intended to prohibit lawful maintenance of the cap over the former landfill in accordance with Title 27 California Code of Regulations § 21180, maintenance or expansion of the stormwater canal within the Development Envelope, and other uses that are associated with site management activities, do not impair the Conservation Values of the Easement Area, and are allowed in the Management Plan;
- (j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as allowed in the Management Plan;
- (k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to manage the existing constructed wetlands, manage or expand the existing stormwater conveyance canal (“**South Canal**”) within the footprint of the Park Facilities Development Envelope to convey a 200-year flood, conduct habitat enhancement, habitat restoration, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan; and
- (l) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water

historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Property for a period of not more than one year as defined by California law) or other change relating to water rights under this subsection (k), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation Values, for the covered species that the Easement Area is managed to benefit at the time of the proposed transfer. This determination shall be subject to approval by the Wildlife Agencies and the Yolo Habitat Conservancy.

- (m) All Subdivisions, including but not limited to the Subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the entire Easement Area is also prohibited to the extent such a transfer would constitute a subdivision of land under California law, including but not limited to the Subdivision Map Act.
- (n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area and shall take reasonable steps to prevent uses or activities that may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement, acknowledging that public access for Compatible Recreational Uses is permitted on the Easement Area and does not constitute unlawful entry or trespass. This duty extends to activities undertaken by members of the public that are outside the scope of “Compatible Recreational Uses” as set forth herein (and as may be further described in the Management Plan). Reasonable actions to prevent trespass and/or related incompatible activities may include, but are not limited to, posting “No Trespassing” or “Stay on Improved Trails” signs, constructing barriers, gates, and/or trail demarcations, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, member of the public engaged in Compatible Recreational Uses or others with lawful access rights. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder’s Remedies.** If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(d)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided to Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days

to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner fails to continue diligently to complete the cure, Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and the Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and

each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Property resulting from (i) any natural cause beyond Landowner's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or any Third-Party Beneficiary or employees of Easement Holder or any Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement and/or Management Plan where Landowner has undertaken all reasonable actions to prevent such activities.

(d) **Third-Party Beneficiary Rights.** The parties intend for Yolo Habitat Conservancy (during any such period, if any, that Yolo Habitat Conservancy does not also constitute Easement Holder), USFWS and CDFW (collectively, **"Third-Party Beneficiaries"**) to be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, the Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement.

These rights are in addition to, and do not limit, the Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment. In addition, if the Wildlife Agencies reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments, or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967(e), and subject to approval as set forth therein.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, including but not limited to the right to use the Easement Area for Compatible Recreational Uses, provided said right is disclosed to the Easement Holder and documented in the Management Plan and/or an exhibit to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, or in the Management Plan, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area as well as the Easement Area itself. Landowner agrees that neither the Easement Holder nor Third Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request.

9. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "**Landowner Indemnified Party**" and, collectively, the "**Landowner Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified Parties; (ii) the obligations specified in Sections 5 and 8; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an **“Easement Holder Indemnified Party,”** and collectively, the **“Easement Holder Indemnified Parties”**) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder’s performance of management and monitoring activities set forth in the Management Plan; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties’ intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction commenced after written notice of the anticipated initiation of proceedings is provided in the same manner, and to the same entities, as set forth in Section 12(a), below. In addition, no such extinguishment shall affect the value of Yolo Habitat Conservancy’s interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the Yolo Habitat Conservancy shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment. Yolo Habitat Conservancy shall be entitled to the share of any award which equals the ratio of the funds provided by the Yolo Habitat Conservancy to the purchase price Easement Holder paid to acquire the Conservation Easement. The award shall mean all compensation awarded, paid or received on account of Easement Holder’s interest in the Property so taken or purchased, and all direct or incidental damages resulting from any taking, termination, extinguishment, or purchase, less all out-of-pocket expenses reasonably incurred by Easement Holder in connection with the taking, termination, extinguishment, or purchase.

11. **Condemnation.** This Conservation Easement is a “conservation easement” as defined in California Code of Civil Procedure section 1240.055(a)(1) and constitutes “property appropriated to public use” as defined in California Code of Civil Procedure section 1240.055(a)(3).

A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in Code of Civil Procedure § 1240.055. CDFW is a public entity that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Easement Holder shall provide notice to USFWS and CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 1240.055. If the Conservation Easement is condemned, the net proceeds from condemnation of the Conservation Easement interest shall be distributed according to Paragraph 10 above and, as applicable, used in compliance with Government Code § 65966(j).

12. Transfer of Conservation Easement.

(a) This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of the Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give the Third-Party Beneficiaries and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California law, including Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer), or the laws of the United States; (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 16** below.

(b) If the existence of Easement Holder is terminated for any reason, title to all interest in the Conservation Easement shall immediately vest in the State of California. However, prior to that termination, upon approval the Third-Party Beneficiaries, another public agency or nonprofit organization may receive title to all or a portion of the Conservation Easement by recording its acceptance in writing.

13. Transfer of Easement Area. Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in

the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

14. **Transfer Fee Easement Holder.** Landowner and Easement Holder recognize and agree that any transfer of the Easement Area and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Easement Holder. Therefore, each transfer of the Easement Area (except for a Permitted Transfer) shall require Landowner's payment of a transfer fee to Easement Holder's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars (\$2,500.00), whichever is greater. Easement Holder may reduce or waive this fee at its sole discretion. For purposes of this Easement, **"Permitted Transfer"** shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift), (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) any transfer of any portion of the Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. Landowner and Easement Holder agree to execute and record a "NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED" in accordance with California Civil Code Section 1098.5 respecting the transfer fee. The transfer fee shall be the obligation of the seller of the Property and shall be paid to Easement Holder at the address for giving notices to Easement Holder as set forth herein below.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: *City of Woodland
300 First Street
Woodland, California 95695
Attn: City Manager
Telephone: (530) 661-5800*

To Easement Holder: *Yolo Habitat Conservancy
Attn: Executive Director
P.O. Box 2202
Woodland, CA 95776
Telephone: (530) 666-8150*

To Third-Party Beneficiaries:

*United States Fish and Wildlife Service
Attn: Sacramento Valley Division Supervisor
2800 Cottage Way, Room W-2605
Sacramento, CA 95825
Telephone: (916) 414-6600*

*California Department of Fish and Wildlife
Attn: Regional Manager
1701 Nimbus Road
Rancho Cordova, CA 95670
Telephone: (916) 358-2900*

With a copy to: *California Department of Fish and Wildlife
Office of the General Counsel
Attn: General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Telephone: 916-445-8448*

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

16. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Yolo Habitat Conservancy and approved by the Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **Landfills; Closure.** The Landfills have been closed in compliance with all federal, state, and local laws and regulations, including without limitation all Environmental Laws, and in a manner acceptable to the Central Valley Regional Water Quality Control Board. The Landfills have been removed from the United States Environmental Protection Agency Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter “**RCRA**”) Open Dump inventory

list. The closed Landfills are subject to quarterly monitoring inspections by the Yolo County Environmental Health Division. The Landowner is responsible for performing recommended actions identified by the Yolo County Environmental Health Division including, but not limited to, ongoing maintenance of the final cover of the Landfills and repair and replacement of the Property's perimeter fencing.

19. No Hazardous Materials Liability.

(a) Landowner represents and warrants that, except for the Landfills that have all been capped and closed in accordance with all federal, state, and local laws and regulations, including without limitation all Environmental Laws (as defined below), and except as disclosed in that certain Phase I Environmental Site Assessment Report prepared for Yolo Habitat Conservancy dated December 17, 2020 (the "**Phase I**"), Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Without limiting the obligations of Landowner under Subsection 7.b, Landowner hereby releases and agrees to indemnify, protect, and hold harmless the Landowner Indemnified Parties (as defined in Subsection 9.a.) from and against any and all Claims (as defined in Subsection 9.a) arising from or connected with any Hazardous Materials (including without limitation, those disclosed by the Phase I) or underground storage tanks present, alleged to be present, or otherwise associated with the Easement Area at any time, except with respect to any Hazardous Materials placed, disposed or released by Easement Holder, including its employees or agents. This provision applies, without limitation, to Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from a Landowner Indemnified Party or Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Party or Parties or reimburse said Landowner Indemnified Party or Parties) for all charges incurred for in defending the action or proceeding (including but not limited to charges for the legal services of the California Attorney General, if incurred by CDFW, and services of the U.S. Department of Justice in defense of the USFWS.).

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiaries any of the following:

- (1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "**CERCLA**"); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or

(5) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the RCRA; the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "**HTA**"); the Carpenter Presley Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "**HSA**"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term "**Environmental Laws**" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Landowner represents, warrants and covenants to Easement Holder and CDFW that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors will comply with all Environmental Laws.

20. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiaries:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement Holder and the Wildlife Agencies. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement; documentation of such subordinations are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no

knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area.

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

21. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions,

negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 15**.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon or relinquish (each a "Transfer") any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiaries, except that Landowner may, without first obtaining consent of Easement Holder, enter into leases or licenses for all or a portion of the Development Envelopes and/or enter into agreements that will allow access and/or use of the Property by third parties, provided that such access and/or use shall be limited to Compatible Recreational Uses that are consistent with the Management Plan. Easement Holder and the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiaries.

(j) **Security for Debt.** The Conservation Easement shall not be used as security for any debt without the written approval of the USFWS.

(k) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(l) **Counterparts.** The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each

counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(m) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

Exhibit A – Legal Description and Map of the Easement Area

Exhibit B – Baseline Documentation Certification

Exhibit C – Title Encumbrances

Exhibit D – Notice of Unrecorded Sub-Grant Agreement

Exhibit E – Notice/Memorandum of Unrecorded Site-Specific Management Plan

Exhibits D and E shall be executed and recorded concurrently with this Conservation Easement as separate documents in the chain of title for the Property.

22. **Sale of Carbon Credits.** Landowner will ensure that the terms and conditions of the Conservation Easement are taken into account when calculating the baseline/business as usual of the Easement Area for purposes of establishing carbon credits or other emissions offsets that the Landowner proposes to authorize, create, sell, exchange or transfer, and to notify Yolo Habitat Conservancy at least 45 days prior to any such proposed establishment. Upon receipt of any such notice Yolo Habitat Conservancy will promptly furnish a copy of the notice to the Third-Party Beneficiaries.

23. **Signage.** Easement Holder will purchase and install a sign to be placed on the Easement Area that identifies this Conservation Easement, the name of the ranch, the landowner's name (if desired), the Easement Holder, , and the Yolo HCP/NCCP. The Easement Holder will maintain and replace the sign, as necessary, at the Easement Holder's sole cost and expense. The size, location, number, text and design of the signage shall be subject to the approval of Landowner and Easement Holder, which approval shall not be unreasonably withheld, conditioned or delayed.

24. **Ecological Use.** Notwithstanding the use of this Conservation Easement towards the land acquisition requirements of the Yolo HCP/NCCP Instruments, neither the Easement Area, nor the Conservation Easement or any portions thereof may be used for mitigation or satisfaction of any requirement or condition imposed by any other permit, agreement, authorization or entitlement for use, including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the prior written approval by the Yolo Habitat Conservancy.

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

LANDOWNER:

CITY OF WOODLAND

By: Ken Hiatt, City Manager

Date:

EASEMENT HOLDER:

YOLO HABITAT CONSERVANCY

By: Alexander Tengolics, Executive Director

Date:

APPROVED AS TO FORM:

By: Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Date:

Exhibit A – Legal Description and Map of the Easement Area



4368-3-B
September 16, 2022

EXHIBIT "A" CONSERVATION EASEMENT

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 11, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at the intersection of the South right-of-way line of County Road No. 25 and the East line of the Northwest Quarter of said Section 11, said point being distant from National Geodetic Survey designation "HPGN D CA 03 DG" the following two (2) courses and distances: 1) North 47°53'28" East 19,784.27 feet to National Geodetic Survey designation "P1031"; and 2) South 15°05'14" West 11,130.97 feet to said intersection, and the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and along said South right-of-way line, North 89°44'09" West 2,533.66 feet to the intersection of said South right-of-way line and the East right-of-way line of County Road No. 102; thence, along said East right-of-way line the following two (2) courses and distances: 1) South 03°38'11" West 656.13 feet; and 2) South 01°01'00" West 1,944.38 feet to the intersection of said East right-of-way line and the South line of the North half of said Section 11; thence, along said South line, South 89°29'39" East 2,564.58 feet to the Southeast corner of the Northwest Quarter of said Section 11; thence, along said East line of said Northwest Quarter of said Section 11, North 00°59'37" East 2,610.24 feet to the POINT OF BEGINNING.

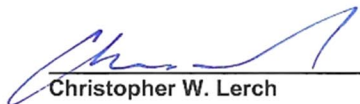
Containing 153.096 acres of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "HPGN D CA 03 DG" and "P 1031"; said "HPGN D CA 03 DG" (PID-AC9223) having coordinates of North (Y) 1,995,334.00 sft and East (X) 6,629,930.29 sft with an epoch date of 2010.00; said "P1031" (PID-JS2344) having coordinates of North (Y) 2,008,599.37 sft and East (X) 6,644,606.85 sft with an epoch date of 2010.00; said grid bearing being North 47°53'28" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates described herein are grid and are based on the California Coordinate System of 1983, Zone 2. All distances described herein are ground and shown in United States survey feet (sft) and decimals thereof. To obtain grid distances, multiply ground distances by the combination factor of 0.99994428.

End of description.




Christopher W. Lerch

9-16-2022
Date

EXHIBIT "A"
MUNICIPAL WELL DEVELOPMENT ENVELOPE

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 11, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at a point on the South right-of-way line of County Road No. 25, said point being distant from National Geodetic Survey designation "HPGN D CA 03 DG" the following three (3) courses and distances: 1) North 47°53'28" East 19,784.27 feet to National Geodetic Survey designation "P 1031"; 2) South 15°05'14" West 11,130.97 feet to the intersection of said South right-of-way line of said County Road No. 25 and the East line of the Northwest Quarter of said Section 11; and 3) along said South right-of-way line, North 89°44'09" West 1,840.72 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and continuing along said South right-of-way line, North 89°44'09" West 60.04 feet; thence, leaving said South right-of-way line, South 01°48'13" East 169.34 feet; thence North 89°16'39" West 75.07 feet; thence South 01°48'13" East 350.34 feet; thence South 89°16'39" East 255.25 feet; thence North 01°48'13" West 350.34 feet; thence North 89°16'39" West 120.12 feet; thence North 01°48'13" West 169.82 feet to the POINT OF BEGINNING.

Containing 2.284 acres of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "HPGN D CA 03 DG" and "P 1031"; said "HPGN D CA 03 DG" (PID-AC9223) having coordinates of North (Y) 1,995,334.00 sft and East (X) 6,629,930.29 sft with an epoch date of 2010.00; said "P 1031" (PID-JS2344) having coordinates of North (Y) 2,008,599.37 sft and East (X) 6,644,606.85 sft with an epoch date of 2010.00; said grid bearing being North 47°53'28" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates described herein are grid and are based on the California Coordinate System of 1983, Zone 2. All distances described herein are ground and shown in United States survey feet (sft) and decimals thereof. To obtain grid distances, multiply ground distances by the combination factor of 0.99994428.

End of description.




Christopher W. Lerch

9-16-2022
Date

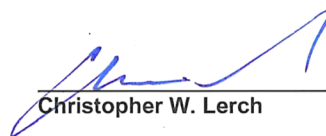
EXHIBIT "A"
PARK FACILITIES DEVELOPMENT ENVELOPE

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 11, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and being more particularly described as follows:

BEGINNING at a point on the South right-of-way line of County Road No. 25, said point being distant from National Geodetic Survey designation "HPGN D CA 03 DG" the following three (3) courses and distances: 1) North 47°53'28" East 19,784.27 feet to National Geodetic Survey designation "P 1031"; 2) South 15°05'14" West 11,130.97 feet to the intersection of said South right-of-way line of said County Road No. 25 and the East line of the Northwest Quarter of said Section 11; 3) along said South right-of-way line, North 89°44'09" West 2,533.66 feet to the intersection of said South right-of-way line and the East right-of-way line of County Road No. 102; thence, along said East right-of-way line the following two (2) courses and distances: 1) South 03°38'11" West 656.13 feet; and 2) South 01°01'00" West 1,926.09 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING and continuing along said East right-of-way line, South 01°01'00" West 18.29 feet to the intersection of said East right-of-way line and the South line of the North half of said Section 11; thence, along said South line, South 89°29'39" East 2,564.58 feet to the Southeast corner of the Northwest Quarter of said Section 11; thence, along said East line of said Northwest Quarter of said Section 11, North 00°59'37" East 89.44 feet; thence, leaving said East line of said Northwest Quarter, North 89°36'17" West 1,031.43 feet; thence North 07°25'59" East 397.32 feet; thence North 89°05'53" West 632.46 feet; thence North 29°08'51" West 93.89 feet; thence North 08°32'41" West 395.48 feet; thence South 80°59'25" West 176.37 feet; thence South 08°49'23" East 623.02 feet; thence North 77°05'38" East 190.44 feet; thence South 20°18'23" East 225.80 feet; thence South 27°00'30" West 62.45 feet; thence South 89°49'40" West 875.91 feet; thence South 64°32'04" West 143.90 feet to the POINT OF BEGINNING.

Containing 12.854 acres of land, more or less.



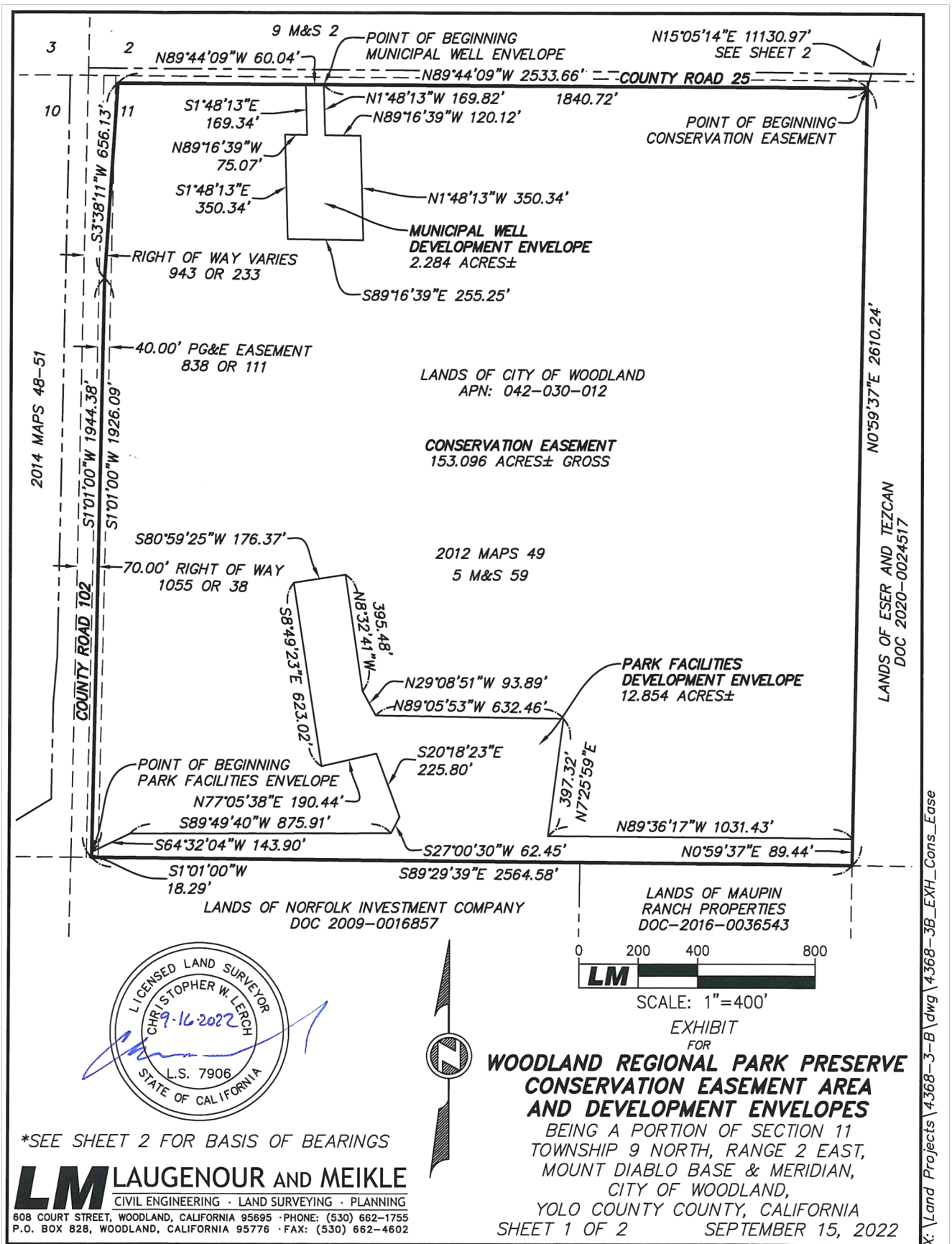

Christopher W. Lerch

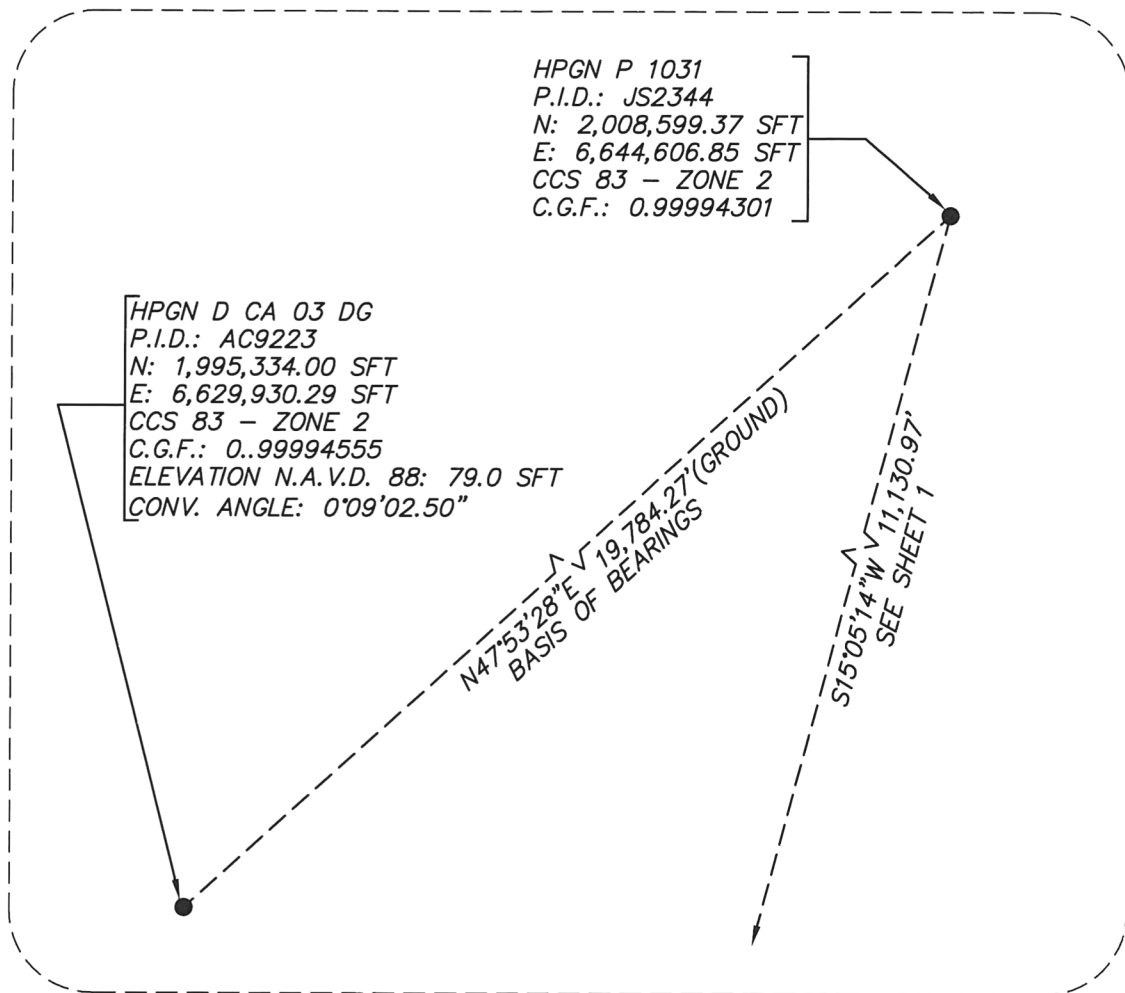
9-16-2022
Date

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "HPGN D CA 03 DG" and "P 1031"; said "HPGN D CA 03 DG" (PID-AC9223) having coordinates of North (Y) 1,995,334.00 sft and East (X) 6,629,930.29 sft with an epoch date of 2010.00; said "P 1031" (PID-JS2344) having coordinates of North (Y) 2,008,599.37 sft and East (X) 6,644,606.85 sft with an epoch date of 2010.00; said grid bearing being North 47°53'28" East as determined from National Geodetic Survey data sheets.

All bearings and coordinates described herein are grid and are based on the California Coordinate System of 1983, Zone 2. All distances described herein are ground and shown in United States survey feet (sft) and decimals thereof. To obtain grid distances, multiply ground distances by the combination factor of 0.99994428.

End of description.





DETAIL "A"
NTS



LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

EXHIBIT
FOR
**WOODLAND REGIONAL PARK PRESERVE
CONSERVATION EASEMENT AREA
AND DEVELOPMENT ENVELOPES**
BEING A PORTION OF SECTION 11
TOWNSHIP 9 NORTH, RANGE 2 EAST,
MOUNT DIABLO BASE & MERIDIAN,
CITY OF WOODLAND,
YOLO COUNTY COUNTY, CALIFORNIA
SHEET 2 OF 2 SEPTEMBER 15, 2022

X:\Land Projects\4368-3-B\dwg\4368-3B_EXH_Cons_Ease

Exhibit B – Baseline Documentation Certification

Acknowledgment of Baseline Documentation Report and Receipt of Baseline Documentation Report

The undersigned, Ken Hiatt, representing the City of Woodland, as Landowner, and Alexander Tengolics, representing the Yolo Habitat Conservancy, as Easement Holder, certify as follows:

- a) Each is familiar with the condition of the approximately 153.096 acres, located in the County of Yolo, State of California, designated Assessor's Parcel Number 042-030-012-000. Said real property is referred to as the "Easement Area," in that certain Deed of Conservation Easement and Permanent Restrictions on Use to which this Exhibit B is attached; and
- b) Each does hereby acknowledge and certify that the Baseline Documentation Report, and all of its inclusions, dated _____, 2023, prepared by Christine Alford, owner of Alford Environmental LLC, is an inventory of the natural resources of the Property and an accurate representation of the condition of the Easement Area as of the date of conveyance of the Deed of Conservation Easement and Permanent Restrictions on Use.

Duplicate originals of the Baseline Documentation Report were signed and delivered by each of Landowner and Easement Holder, and each will receive a duplicate original of the Baseline Documentation Report at the close of escrow.

LANDOWNER:

CITY OF WOODLAND

a political subdivision of the State of California

Ken Hiatt, City Manager

EASEMENT HOLDER:

YOLO HABITAT CONSERVANCY

a California joint powers agency

Alexander Tengolics, Executive Director

Exhibit C –Title Encumbrances

- Rights of the public and of the City of Woodland, as to that portion of the herein described property lying within County Roads 102 and 25, a public road.
- An easement over said land for electrical facilities and incidental purposes, granted to Pacific Gas and Electric Company, in deed recorded September 30, 1966, (book) 838 (page) 111, Official Records.
Affects: Easterly 40 feet of the Westerly 92 feet
No representation is made as to the current ownership of said easement.
- The terms, conditions and provisions as contained in the document entitled "Notice of Unrecorded Grant Agreement", by and between State of California and City of Woodland, dated July 6, 2018, recorded August 29, 2018, as (instrument) 2018-0020696, Official Records.

Exhibit D – Notice of Unrecorded Sub-Grant Agreement

RECORDING REQUESTED BY:

Yolo Habitat Conservancy
Attention: Executive Director
P.O. Box 2202
Woodland, CA 95776

WHEN RECORDED, RETURN TO:

State of California
Wildlife Conservation Board
Attn: Executive Director
Mailing address: 1416 9th St., Ste. 1266
Sacramento, CA 95814

Exempt from recording fees (Cal. Gov. Code § 27383)

Yanci Ranch Conservation Easement
Match Property
County: Yolo
APN: 042-030-012-000

Space above line for Recorder's use

NOTICE OF UNRECORDED SUBGRANT AGREEMENT (MATCH PROPERTY) (WITH COVENANTS AFFECTING REAL PROPERTY)

This Notice of Unrecorded Subgrant Agreement ("Notice"), dated as of _____, 2023, is made by Yolo Habitat Conservancy ("Subgrantee") and recorded concurrently with the Deed described below, to provide notice of an agreement between Subgrantee and the Wildlife Conservation Board ("WCB"), a subdivision of the State of California, affecting the real property described below.

1. The Subgrantee has identified the property legally described in Exhibit A attached to this Notice and incorporated in it by this reference to fulfill a portion of the non-federal match requirement for the acquisition of real property ("Match Property"). The conservation easement on the Match Property is granted by the City of Woodland. Subgrantee agrees the Match Property is subject to all the terms and conditions set forth in the Subgrant, more fully described below.

Subgrantee and WCB have entered into California Wildlife Conservation Board Subgrant Agreement for Acquisition of Conservation Easement WCB Subgrant Agreement No. SG-2202DD (Section 6 Grant Agreement No. F20AP11994 ("Subgrant" or "Agreement"), pursuant to which WCB subgrants to Subgrantee certain Federal Grant Funds to acquire a perpetual conservation easement on real property located in the County of Yolo, California (the "Property"), by Grant Deed (the "Deed"). Initial-capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Subgrant.

2. Subgrantee agrees under the terms of the Subgrant to execute this Notice to give notice that Subgrantee received funds under the Agreement to assist Subgrantee in acquiring the Conservation Easement and that, in consideration of the Subgrant Funds, Subgrantee has agreed to the terms of the Subgrant. The Subgrant is incorporated by reference into this Notice.

3. Subgrantee covenants and agrees in Section 6.1 of the Agreement in part as follows:

3.1. The Property shall be held and used only in a manner that is consistent with the Agreement, including the following “Purposes of Subgrant” set forth in Section 3.2 of the Agreement: the Property shall be preserved in its natural, scenic, and open-space condition and used for the purposes of the protection and preservation of existing lands that provide high quality habitat for palmate-bracted bird’s-beak (*Cordylanthus palmatus*) Swainson’s hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), western burrowing owl (*Athene cunicularia*), tricolored blackbird (*Agelaius tricolor*), western pond turtle (*Actinemys marmorata*), and giant garter snake (*Thamnophis gigas*) within alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities.

3.2. Subgrantee shall comply with the terms and conditions of the award of Federal Grant Funds to the California Department of Fish and Wildlife (“CDFW”), to the extent such terms and conditions are applicable to Subgrantee, the Subgrant Funds or the Conservation Easement.

3.3. At the request of WCB, not less than once in any period of three calendar years, Subgrantee shall make arrangements for designated staff or representatives of WCB, CDFW and the U.S. Department of the Interior, Fish and Wildlife Service (“USFWS”) to access the Property to assess compliance with the terms, covenants and conditions of this Agreement. Provided, however, that if more frequent access is necessary to comply with applicable federal requirements (including, but not limited to, 50 C.F.R. Section 81.13) then Subgrantee shall make arrangements for designated staff or representatives of WCB, CDFW and USFWS to access the Property at such intervals as WCB, CDFW or USFWS considers appropriate to meet federal requirements to which it is subject.

3.3. Subgrantee shall not consent to any amendment of the Conservation Easement without the prior written consent of WCB.

3.4. The Conservation Easement (including any portion of it or any interest in it) shall not be sold, transferred, exchanged or otherwise conveyed with respect to the whole or any portion of the Property without the written approval of the State of California (the “State”), acting through the Executive Director of WCB, or its successor, and the USFWS (to the extent required pursuant to the Federal Assistance Requirements).

3.5. The Conservation Easement (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State, acting through the Executive Director of WCB, or its successor, and USFWS, except to the extent the use of the Property as security is prohibited or limited by the Federal Assistance Requirements.

3.6. The Conservation Easement shall not be terminated or extinguished, in whole or in part, except through appropriate legal proceedings in a court of competent jurisdiction.

3.7 Subgrantee agrees to ensure that the terms and conditions of this Agreement shall be taken into account when calculating the Baseline/Business As Usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. Subgrantee agrees to notify WCB prior to any such proposed establishment.

4. Pursuant to Section 8 of the Agreement, in the event of a Default under the Agreement, in addition to any and all remedies available at law or in equity, WCB may seek specific performance of the Subgrant and may require Subgrantee to convey its interest in the Conservation Easement to the State (or, at the election of WCB, another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all of the obligations and responsibilities of Subgrantee).

5. Pursuant to Section 9 of the Agreement, if Subgrantee is a nonprofit organization and the existence of Subgrantee is terminated for any reason, the Conservation Easement shall immediately vest in the State. However, prior to that termination, upon approval of the State, acting through the Executive Director of WCB or its successor, another public agency or nonprofit organization may receive the Conservation Easement by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby the Conservation Easement or any interest in it is being acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executory interest or right of entry on the part of the State.

6. Pursuant to Section 10 of the Agreement, the provisions of the Subgrant that are not fully performed as of the close of escrow shall survive the close of escrow for Subgrantee's acquisition of the Conservation Easement and shall remain in full force and effect.

7. Pursuant to Section 11 of the Agreement, the Subgrant shall be binding upon Subgrantee and all designees, successors and assigns of Subgrantee. This Agreement is not assignable or transferable by Subgrantee, either in whole or in part, except in connection with a transfer of the Conservation Easement approved by WCB.

8. Pursuant to Section 12 of the Agreement, if all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, so as to terminate the Conservation Easement, in whole or in part, WCB and Subgrantee shall act jointly to recover from the condemning authority the full value of the Subgrantee's interest so taken or purchased, and all direct or incidental damages resulting therefrom. WCB shall be entitled to the share of the Award which equals the ratio of the Subgrant Funds provided by WCB to the total purchase price Subgrantee paid to acquire the Conservation Easement.

9. This Notice is solely for the purpose of recording and in no way modifies the provisions of the Agreement. Subgrantee and WCB each has rights, duties and obligations under the Agreement which are not set forth in this Notice. To the extent the terms of this Notice conflict with the Agreement, the terms of the Agreement shall govern and control.

10. For additional terms and conditions of the Agreement, reference should be made to the California Wildlife Conservation Board Subgrant Agreement for Acquisition of Conservation Easement by and between WCB and Subgrantee that commenced _____, 2023, and is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Wildlife, P. O. Box 944209, Sacramento, CA 94244-2090.

SUBGRANTEE:

Yolo Habitat Conservancy

By: _____

Print Name: Alexander Tengolics

Title: Executive Director

Exhibit E – Notice/Memorandum of Unrecorded Site-Specific Management Plan

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy
P.O. Box 2202
Woodland, CA 95776
Attention: Executive Director

Exempt from recording fees (Cal. Gov. Code § 27383)

APN 042-030-012

Space Above Line for Recorder's Use Only

MEMORANDUM OF UNRECORDED MANAGEMENT PLAN

This Memorandum of Unrecorded Management Plan (Plan), dated as of _____, 2023 is recorded to provide notice of a Management Plan affecting a portion of the property encumbered by the Conservation Easement between the Yolo Habitat Conservancy and owner(s) of real property, "Property", as described in Attachment A.

A **Conservation Easement** was recorded against a portion of the Property consistent with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan ("**Yolo HCP/NCCP**"), dated April 2018; and

The **Yolo Habitat Conservancy** is required to monitor and enforce the terms of the **Conservation Easement**.

Along with the **Conservation Easement** a Management Plan was agreed to by all parties to protect habitat and species on a portion of the Property. The Management Plan provides agreed upon methods/practices and activities as well as restrictions that affect the property. Any changes to the Conservation Easement Management Plan require **Yolo Habitat Conservancy** written approval. It is the Property owner's responsibility to comply with all requirements of the Conservation Easement Management Plan. A copy of the Management Plan may be obtained by mailing a request to the Yolo Habitat Conservancy P.O. Box 2202, Woodland, CA 95776.

Failure to comply with the terms of the Conservation Easement and Management Plan may result in financial penalties to the property owner.

LANDOWNER:

CITY OF WOODLAND,
a political subdivision of the State of California

Ken Hiatt, City Manager

EASEMENT HOLDER:

YOLO HABITAT CONSERVANCY,
a California joint powers agency

Alexander Tengolics, Executive Director

APPROVED AS TO FORM:

Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Woodland Regional Park Preserve Site-specific Management Plan



*This management plan is a companion document to the
Yolo HCP/NCCP conservation easement established on the
Woodland Regional Park Preserve Property.*

August 2022

WOODLAND REGIONAL PARK PRESERVE

Site Specific Management Plan

This management plan is a companion document to the Woodland Regional Park Preserve Conservation Easement. Any modifications to this management plan must be approved in writing by the landowner and easement holders.

Approved by:

Ken Hiatt, City Manager of the City of Woodland
Landowner

Date

Alexander Tengolics, Executive Director of the Yolo Habitat Conservancy
Easement Holder

Date

TABLE OF CONTENTS

1: Introduction.....	1
1.1 Purpose of Establishment.....	1
1.2 Purpose of Management Plan	4
1.3 Land Ownership, Management, and Monitoring Entities.....	4
1.4 Baseline Surveys and Management Plan Development	5
2: Property Description	6
2.1 Locations and Setting	6
2.2 Historic and Current Land Use	11
2.3 Park Facilities and Proposed Future Use	12
2.4 Site Soils, Topography, and Hydrology	14
2.5 Existing Easements and Encumbrances	15
2.5.1 Title Encumbrances.....	15
2.5.2 Former Landfill Site Conditions	16
2.6 Adjacent Land Uses	17
3: Habitat And Species Descriptions	18
3.1 Conditions and Conservation Values of the Easement.....	18
3.1.1 Land Cover Types / General Baseline Conditions.....	18
3.2 Summary of Enhancement and Restoration Activities.....	18
3.3 Yolo HCP/NCCP Natural Communities	18
3.3.1 Grasslands and Alkali Prairie	19
3.3.2 Lacustrine (Open Water) and Fresh Emergent Wetlands	19
3.3.3 Valley Foothill Riparian	19
3.4 Special-status and Yolo HCP/NCCP Covered Species.....	20
3.4.1 Palmate-bracted Bird's Beak	21
1.1.1 Valley Elderberry Longhorn Beetle	21
3.4.2 Western Pond Turtle.....	22
3.4.3 Giant Garter Snake	22
1.1.1 Swainson's Hawk.....	22
3.4.4 White-tailed Kite.....	23
3.4.5 Western Burrowing Owl.....	23
3.4.6 Tricolored Blackbird	23
3.5 Other Special Status Species.....	24
4: Management.....	25
4.1 General Site Activities and Management.....	29
4.1.1 Vehicle and Heavy Equipment Use: (Associated with Easement Section 4(c)).....	29
4.1.2 Site Improvements: (Associated with Easement Section 4(d))	29

4.1.3	Drone Use:	30
4.1.4	Agricultural Uses and Management: (Associated with Easement Section 4(e)).....	30
4.1.5	Pesticides, Biocides, Herbicides, and Other Chemical Use (Associated with Easement Section 4(b)) ..	31
4.1.6	Commercial, industrial, residential, or other institutional uses: (Associated with Easement Section 4(f))	31
4.1.7	Dumping and Waste: (Associated with Easement Section 4(g)).....	31
4.1.8	Filling, Excavating, and Mining: (Associated with Easement Section 4(i))	31
4.1.9	Tree Removal or Cutting: (Associated with Easement Section 4(j)).....	31
4.1.10	Water Management: (Associated with Easement Section 4(k))	31
4.2	Public Access and Use	33
4.2.1	Public Access.....	34
4.2.2	Educational Uses.....	34
4.2.3	Recreational Uses	34
4.2.4	Hunting.....	35
4.3	Landscape-level Management Practices	35
4.3.1	Native Biodiversity/Vegetation Management.....	35
4.3.2	Pollinators	35
4.4	Natural Community-specific Management Practices.....	36
4.4.1	Alkali Prairie.....	36
4.4.2	Grasslands	37
4.4.3	Fresh Emergent Wetlands and Open Water.....	37
4.4.4	Valley Foothill Riparian	38
4.5	Species-specific Management Practices	39
4.5.1	Western Burrowing Owl.....	39
4.5.2	Other Covered Species	39
4.6	Avoidance and Minimization Measures.....	39
4.6.1	Valley Elderberry Longhorn Beetle	39
4.6.2	Western Pond Turtle.....	40
4.6.3	Swainson’s Hawk and White-tailed Kite.....	40
5:	Monitoring and Adaptive Management	41
5.1	Landfill Post Closure Monitoring.....	41
5.2	Annual Compliance Monitoring.....	41
5.3	Status and Trends Monitoring.....	42
5.3.1	Palmate-bracted Bird’s Beak	42
5.4	Other Yolo HCP/NCCP Related Monitoring.....	42
5.5	Actions Based on Monitoring.....	43
6:	Amendments, Transfers, and Notices	45
6.1	Amendments to Management.....	45
6.2	Transfer of Responsibilities.....	45

6.3 Notices	45
7: Literature Cited and Information Sources	46

TABLES

Table 1: Conservation Values of the Woodland Regional Park Preserve Site and Applicable Biological Goals and Objectives.....	2
Table 2: Special-status species documented within two miles of Woodland Regional Park Preserve	20
Table 3: Yolo HCP/NCCP covered species with modeled habitat within Woodland Regional Park Preserve.....	21
Table 4: Management Related Biological Goals and Objectives, Actions, Relevant Management Plan Sections.....	26

FIGURES

Figure 1: Location of Woodland Regional Park Preserve.....	7
Figure 2: Woodland Regional Park Preserve vicinity map showing land uses as captured in aerial photography taken in 2018, existing protected lands, and CNDDDB species occurrence records as of October 5, 2021	8
Figure 3: Woodland Regional Park Preserve site map showing Conservation Easement Areas and locations of site features in existence at the time of the November 2021 Site Visit	9
Figure 4a: Woodland Regional Park Preserve wetlands restoration area – pre-restoration baseline land cover	10
Figure 4b: Woodland Regional Park Preserve Wetlands Restoration Area – May 2022 baseline land cover	10
Figure 4c: Woodland Regional Park Preserve Wetlands Restoration Area Baseline Map – anticipated fully restored land cover consistent with the Woodland Regional Park Natural Community Restoration Plan (2020).....	11
Figure 5: Conceptual plan for the Center for Nature, Science, and Culture within the Park Facilities Development Envelope	13
Figure 6: Woodland Regional Park Preserve soils map.....	14
Figure 7: Map of Woodland Regional Park Preserve showing existing easement/entitlement locations	16
Figure 8: Designated use area and existing ADA pathway within the Conservation Area.....	33

ACRONYMS & ABBREVIATIONS

27 CCR	Title 27, California Code of Regulations
ADA	Americans with Disabilities Act
ADA Pathway	ADA accessible pedestrian pathway
APN	Assessor's Parcel Number
CDFW	California Department of Fish and Wildlife
City	City of Woodland
CNDDDB	California Natural Diversity Database
CNLM	Center for Natural Lands Management
Conservancy	Yolo Habitat Conservancy
Conservation Easement	Woodland Regional Park Preserve Conservation Easement
LEA	Local Enforcement Agency
Management Plan	Woodland Regional Park Preserve Site-Specific Management Plan
STAC	Science and Technical Advisory Committee
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
U.S. EPA	U.S. Environmental Protection Agency
Yolo HCP/NCCP	Yolo Habitat Conservation Plan/Natural Community Conservation Plan

1: INTRODUCTION

1.1 Purpose of Establishment

The Yolo Habitat Conservancy is currently implementing a Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) and Local Conservation Strategy for Yolo County, California. The Yolo HCP/NCCP provides for the conservation of covered species¹ and protects regional biodiversity by protecting restoring, enhancing, and managing covered species habitat and important natural communities across Yolo County, including natural and agricultural landscapes that support covered species. As part of this program, the Yolo Habitat Conservancy acquires conservation easements on lands within Yolo County from willing landowners that include conservation and management conditions consistent with the biological goals and objectives of the Yolo HCP/NCCP.

This document presents the site-specific management plan for the property identified as Woodland Regional Park Preserve, located at 20179 County Road 102, in Woodland, Yolo County, California (APN: 042-030-012). Woodland Regional Park Preserve is located east of County Road 102 and south of County Road 25 in the northwestern quarter of Section 11 of Township 9 North, Range 2 East, Mount Diablo Base and Meridian. (Figure 1). The Woodland Regional Park Preserve Conservation Easement (Conservation Easement) has been established on 153.096 acres (Easement Area) of the 158.763-acre property (Site). Within the Easement Area is the Conservation Area (137.958 acres), a Municipal Well Site Development Envelope (2.284 acres), and a Park Facilities Development Envelope (12.854 acres). This Management Plan was developed concurrently with the development of the Conservation Easement. Both the Conservation Easement and this Management Plan are intended to be consistent with the biological goals and objectives of the Yolo HCP/NCCP and to partially fulfill the Yolo HCP/NCCP conservation strategy.

The Land Cover and Species Conservation Values of the Easement Area are:

- Alkali prairie natural community;
- Grassland natural community;
- Valley foothill riparian natural community;
- Fresh emergent wetland natural community;
- Lacustrine natural community;
- Palmate-bracted bird's-beak habitat;
- Western pond turtle aquatic and upland habitat;
- Swainson's hawk and white-tailed kite foraging and nesting habitat;
- Burrowing owl foraging and nesting habitat;
- Tricolored blackbird foraging and nesting habitat; and
- Giant garter snake aquatic and upland habitat (if found on Site).

The Biological Goals and Objectives that are applicable to the Conservation Values of the Easement Areas are listed in Table 1 and described in detail in Chapter 3 of this document.

¹ For a complete description of status, range, life history, threats, and modeled habitat for each covered species associated with the Yolo HCP/NCCP, see Appendix A of the Yolo HCP/NCCP Plan. Available: <http://www.yolohabitatconservancy.org/>

Table 1. Conservation Values of the Woodland Regional Park Preserve Site and Applicable Biological Goals and Objectives

Conservation Value	Biological Objective
Landscape-Level Conservation Values	
Goal L-1: Large interconnected landscapes within the range of physical and biological attributes (e.g., slope, soils, hydrology, climate, and plant associations) in the Plan Area to support the distribution and abundance of covered species and their habitats, provide for the movement and genetic interchange among populations of covered species, and conserve native biodiversity.	
Large, interconnected reserve system	Objective L-1.1: Conserve 32,406 acres of natural communities and covered species habitats, composed of 24,406 acres of newly protected lands and 8,000 acres of additional pre-permit reserve lands enrolled into the reserve system. Restore or create up to 956 acres of wetlands and riparian natural community.
Variety of gradients	Objective L-1.2: Include a variety of environmental gradients (e.g., hydrology, elevation, soils, slope, and aspect) within and across a diversity of protected and restored natural communities within the Plan Area.
Reserve size and connectivity	Objective L-1.3: Increase the size and connectivity of the network of protected lands in the Plan Area by acquiring newly protected lands for the reserve system adjacent to and between baseline protected lands.
Goal L-2: Ecological processes and conditions that sustain and reestablish natural communities and native species.	
Native biodiversity	Objective L-2.1: Increase native species diversity and relative cover of native plant species, and reduce the introduction and proliferation of nonnative plant and animal species across the reserve system.
Pollinator habitat	Objective L-2.2: Increase the abundance of native insect pollinators that support reproduction of native plant species and long-term production of agricultural crops that support habitat for covered and other native wildlife species.
Natural Community Level Goals and Objectives	
Grassland Natural Community	
Goal NC-G1: Large, contiguous patches of grassland, and smaller patches within a mosaic of other natural community types, to sustain and enhance the distribution and abundance of associated covered and other native species in the Conservation Reserve Area.	
Grassland protection	Objective NC-G1.1: Protect 4,430 acres of unprotected grassland, including at least 3,000 acres in the Dunnigan Hills planning unit (PU 5).
Grassland function	Objective NC-G1.2: Maintain and enhance the functions of protected grassland in the reserve system as habitat for covered and other native species by increasing burrow availability for burrow-dependent species, and increasing prey abundance and accessibility for grassland-foraging species.
Valley Foothill Riparian Natural Community	
Goal NC-VFR1: Functional valley foothill riparian natural community that benefits covered species and promotes native biodiversity in the Plan Area.	
Valley foothill riparian protection	Objective NC-VFR1.1: Protect, manage, and enhance 1,600 acres of unprotected valley foothill riparian distributed primarily in planning units 7 and 9.
Valley foothill riparian restoration	Objective NC-VFR1.2: Restore and manage 608 acres of valley foothill riparian natural community. Site the restoration to improve connectivity among patches of existing valley foothill riparian vegetation within the Cache Creek and Putah Creek corridors and the Sacramento River. Widen the riparian zones along creek corridors wherever feasible, creating larger nodes of riparian natural community along narrow riparian stretches.
Alkali Prairie Natural Community	
Goal NC-AP1: A reserve system that protects the habitat values of the remaining alkali prairie natural community in the Plan Area.	
Alkali prairie protection	Objective NC-AP1.1: Protect 35 acres of alkali prairie natural community on the Woodland Regional Park [Preserve] prior to any loss of this natural community as a result of covered activities (Figure 6-4, <i>Alkali Prairie Natural Community and Baseline Public and Easement Lands</i>).
Alkali prairie function	Objective NC-AP1.2: Implement management activities (primarily control of nonnative plants and human activities) within the Woodland Regional Park [Preserve] to reduce adverse effects on habitat conditions and enhance the functions of alkali prairie within the reserve system as habitat for covered and other native species, such as saltgrass.

Conservation Value	Biological Objective
Fresh Emergent Wetland Natural Community	
Goal NC-FEW1: Functional fresh emergent wetland natural community that benefits covered species and promotes native biodiversity in the Plan Area.	
Fresh emergent wetland restoration.	Objective NC-FEW1.2: Restore 88 acres of fresh emergent wetland natural community.
Fresh emergent wetland function (after restoration is complete)	Objective NC-FEW1.3: Enhance the functions of protected fresh emergent wetland as habitat for covered species (e.g., giant garter snake) and other native species.
Lacustrine and Riverine Natural Community	
Goal NC-LR1: Functional lacustrine and riverine natural community that benefits covered species and promotes native biodiversity in the Plan Area.	
Lacustrine protection and function	Objective NC-LR1.1: Protect, manage, and enhance 600 acres of lacustrine and riverine natural community providing habitat for covered and other native species.
Species Level Goals and Objectives	
Palmate Bracted Bird's-Beak	
Goal PBBB1: Provide for the conservation of palmate-bracted bird's-beak in the Plan Area.	
Palmate-bracted bird's-beak conservation.	Objective PBBB1.1 Increase the 10-year running average of the size of the palmate-bracted bird's-beak population on Woodland Regional Park [Preserve] by 10%, by managing and enhancing habitat.
Western Pond Turtle	
Goal WPT1: Provide for the conservation of the western pond turtle population in the Plan Area.	
Western pond turtle conservation (after restoration is complete).	Objective WPT1.1: Within protected and restored lacustrine and protected and enhanced riverine natural communities, add logs, rocks, and/or emergent vegetation for basking sites and other WPT habitat features, and meet the occupancy commitment for this species in Table 5-2(c) [of the Yolo HCP/NCCP].
Giant Garter Snake	
Goal GGS1: Provide for the conservation of giant garter snake in the Plan Area, including the Willow Slough/Yolo Bypass subpopulation and a segment of the Colusa Basin subpopulation, and connectivity between the two subpopulations.	
Giant garter snake conservation (if species is found onsite)	Objective GGS1.2: Protect and manage 1,160 acres of upland natural communities (Objective L-1.1) to provide active season upland movement habitat and at least 2,315 acres to provide overwintering habitat for giant garter snake.
Giant garter snake conservation (if species is found onsite)	Objective GGS1.3: Protect, restore, and manage the 500 acres of fresh emergent wetland natural community (Objective NC-FEW1.1), at least 420 acres of the lacustrine/riverine natural community (Objective NC-LR1.1), the restored fresh emergent wetland (Objective NC-FEW1.2), and restored lacustrine and riverine natural community (Objective NC-LR1.2) to conserve the giant garter snake. Ensure at least 80% of the aquatic habitat is perennial, and the remainder provides aquatic habitat for the giant garter snake during the active season at least through July of each summer.
Giant garter snake conservation (if species is found onsite)	Objective GGS1.5: Meet the occupancy commitment for giant garter snake in Table 6-2(c) [of the Yolo HCP/NCCP].
Swainson's Hawk	
Goal SH1: Provide for the conservation of Swainson's hawk in the Plan Area.	
Swainson's hawk conservation	Objective SH1.2: Protect and manage the 4,430 acres of grassland natural community (Objectives NC-GR1.1) to ensure that it provides Swainson's hawk foraging habitat.
Swainson's hawk conservation (if species nests onsite)	Objective SH1.3: Protect and maintain at least 20 unprotected Swainson's hawk nest trees (active within the last five years at the time tree is protected) within the reserve system, consistent with the occupancy commitments for this species in Table 6-2(c) [of the HCP/NCCP].
White-tailed Kite	
Goal WTK1. Provide for the conservation of white-tailed kite in the Plan Area.	
White-tailed kite conservation (if species nests onsite)	Objective WTK1.1: Meet the occupancy commitment for white-tailed kite in Table 6-2(c) [of the Yolo HCP/NCCP].
Western Burrowing Owl	

Conservation Value	Biological Objective
Goal WB01: Provide for the conservation of western burrowing owl in the Plan Area.	
Western burrowing owl conservation	Objective WB01.1: Of the 4,430 acres of protected grassland natural community (Objective NC-G1.1), site at least 3,000 acres in modeled western burrowing owl habitat.
Western burrowing owl conservation (if species nests onsite)	Objective WB01.3: Maintain a minimum of two active burrowing owl nesting sites within the reserve system, and maintain two active nesting sites in the reserve system for each nesting pair displaced by covered activities and maintain one active nesting site or single owl site in the reserve system for each non-breeding single owl displaced by covered activities.
Western burrowing owl conservation	Objective WB01.5: Implement management and enhancement practices to encourage burrowing owl occupancy on preserve lands. Management practices include maintaining appropriate vegetation height, prohibiting rodenticides, minimizing the spread of invasive weed species, and encouraging the presence of ground squirrels. Enhancement practices include the installation of artificial burrows to augment natural burrows where they are lacking, creating berms as future burrowing sites, and creation of debris piles to enhance prey populations. These actions are designed to maintain existing populations and encourage the expansion of nesting populations in the Plan Area.
Tricolored Blackbird	
Goal TRBL1: Provide for the conservation of tricolored blackbirds in the Plan Area.	
Tricolored blackbird conservation	Objective TRBL1.4: Maintain at least 300 acres, consisting of at least 150-acre blocks, of tricolored blackbird foraging habitat in the reserve system without pesticides.

1.2 Purpose of Management Plan

The purpose of this Woodland Regional Park Preserve Site Specific Management Plan (Management Plan) is to ensure the Easement Area identified in the Woodland Regional Park Preserve Conservation Easement (Conservation Easement) is managed, monitored, and maintained in perpetuity for the covered species and natural communities it supports. This document includes a description of biological resources identified for protection and establishes specific guidelines, roles, and responsibilities for the management and monitoring of the Conservation Easement. It was developed concurrently with the development of the Conservation Easement. This Management Plan is a binding and enforceable agreement implemented in accordance with the requirements of the Yolo HCP/NCCP and the terms of the Conservation Easement covering the property.

1.3 Land Ownership, Management, and Monitoring Entities

The parties responsible for ensuring that the lands associated with the Conservation Easement are maintained in a manner consistent with the Conservation Easement are listed below. The Landowner is responsible for overseeing implementation of all management activities and site requirements of this Management Plan, except where explicitly stated otherwise.

Landowner

The City of Woodland (City or Landowner) owns fee title to the property and is responsible for all facilities and activities within the Municipal Well Site Development Envelope and Park Facilities Development Envelope, managing and maintaining the infrastructure on the Site (e.g., parking area, trails, Site perimeter fencing, etc.), maintaining the landfill cap as required to meet State and local requirements, and managing public access on the Site to ensure that the Conservation Values of the Conservation Easement are not impaired. The Landowner may delegate some or all associated activities to other parties but remains responsible for ensuring that these activities are conducted in a manner that is consistent with the Conservation Easement and this Management Plan. Contact information for the Landowner is as follows:

Name: City of Woodland

Contact Name: Ken Hiatt

Address: 300 First Street, Woodland, CA 95695

Phone number: 530-661-5802

Email: Ken.Hiatt@cityofwoodland.org

Conservation Easement Holder and Conservation Area Land Manager

The Yolo Habitat Conservancy (Conservancy or Easement Holder) oversees the implementation of the Yolo HCP/NCCP and is responsible for ensuring, through periodic monitoring, that the activities within the Easement Area are consistent with the Yolo HCP/NCCP conservation strategy. The Conservancy is also the easement holder of the Conservation Easement and is responsible for managing the habitat within the portion of the Easement Area that is not contained within a development envelope (Conservation Area) to protect and preserve the Conservation Values on the Site in a manner that is consistent with the Conservation Easement and this Management Plan. While the City owns and is responsible for the maintenance and upkeep of the wetlands well pump and drainage to the wetlands, which are both located within the Park Facilities Development Envelope, the Conservancy is responsible for ensuring the well pump is operated in a manner that water levels in the constructed wetlands are managed and maintained to support habitat functions. In addition to managing the natural resources within the Easement Area, the Conservancy will conduct, at minimum, annual population monitoring of the palmate-bracted bird's-beak population and annual compliance monitoring to ensure the Easement Area is managed and maintained in accordance with the Yolo HCP/NCCP, the Conservation Easement, and this Management Plan. The Yolo Habitat Conservancy may delegate some or all associated activities to other parties but remains responsible for ensuring that these activities are conducted in a manner that is consistent with the Conservation Easement and this Management Plan. Contact information for the Yolo Habitat Conservancy is as follows:

Name: Yolo Habitat Conservancy

Contact Name: Alexander Tengolics, Executive Director

Address: P.O. Box 2202, Woodland, CA 95776

Phone number: (530) 666-8150

Email: info@yolohabitatconservancy.org

1.4 Baseline Surveys and Management Plan Development

This management plan was prepared by Ellen Berryman (ICF) and Chris Alford (Alford Environmental) with support from other ICF staff along with review and input from the Landowners, Yolo Habitat Conservancy staff, California Department of Fish and Wildlife (CDFW) staff, and US Fish and Wildlife Service (USFWS) staff. To prepare this management plan Ms. Berryman, Ms. Alford, and supporting ICF staff reviewed available background documents and datasets, collected site information during site visits, and prepared the management plan narrative and figures in a manner consistent with the current Yolo HCP/NCCP Site Specific Management Plan template.

Documents that were reviewed to prepare the plan included:

- Special-status species occurrence records in the vicinity of the Easement Area from the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB 2021)
- U.S. Geological Survey (USGS) Grays Bend 7.5' topographic quadrangle
- U.S. Department of Agriculture (USDA) SSURGO soil survey maps and data
- Woodland Regional Park Phase I Environmental Site Assessment Report
- The most current draft of the Conservation Easement Deed (Conservation Easement)
- Woodland Regional Park Restoration Plan
- Management Plan for the Alkali Grasslands Preserve
- Yolo HCP/NCCP Science and Technical Advisory Committee's Woodland Regional Park Site Evaluation (2015) and follow-up evaluation (2019)
- Yolo Habitat Conservancy and City of Woodland in-house files

The baseline land cover mapping and general site conditions documentation that has been incorporated into this management plan was collected during surveys conducted June and July, 2020, November 24, 2021, and May 2, 2022 (Site Visits). The June and July, 2020, surveys focused on documenting locations of palmate-bracted bird's-beak (Appendix B). Center for Natural Lands Management staff members Catherine Little and Atalie Brown conducted these surveys consistent with the protocol established in Section 6.5.6.3.1 of the Yolo HCP/NCCP. The November, 2021 site visit was conducted by ICF staff biologist Doug Leslie, and focused primarily on Site conditions and wildlife habitat. The entire Site was walked to verify previous natural community mapping, looking for and noting trees, ground squirrel burrows, elderberry shrubs, and any other special habitat features on the Site. All trees and elderberry shrubs outside the riparian area surrounding the pond were mapped. Pondered habitats were mapped where noted. However, lack of rainfall precluded conducting a complete inventory of pondered habitats potentially occurring on the Site. The survey conducted by Mehrey Vaghti, a Yolo HCP/NCCP qualified biologist, in May, 2022 documented dominant plant species, including the identification of non-native plants of management concern (Appendix A).

In 2019, the City of Woodland partnered with the California Waterfowl Association to implement a restoration project limited to the pond and associated riparian zone of the Site to restore and enhance natural communities and HCP/NCCP covered species habitat. In July, 2020, the Conservancy and its partners completed a wetland restoration plan for the Site consistent with Yolo HCP/NCCP requirements (Appendix C). While the construction phase of the wetland restoration effort was completed prior to the completion of this management plan, the associated plantings have yet to mature. Figures 4a, 4b, and 4c have been added to this site-specific management plan in order to document the baseline land cover conditions prior to the restoration, at the time of the establishment of this management plan, and anticipated conditions once restored vegetation has reached maturity.

2: PROPERTY DESCRIPTION

2.1 Locations and Setting

The Woodland Regional Park Preserve is in Yolo County, California immediately east of County Road 102, within the southeast corner of the City of Woodland (Yolo HCP/NCCP Planning Unit 19). Site access is from a gate located on the eastern side of County Road 102, across from County Road 25A. The gated entrance is located at the southwest corner of the Woodland Regional Park Preserve and provides access to a gravel road, recognized as Mavis Henson Road, which runs along the southern portion of the Site. The regional location map (Figure 1) shows the Woodland Regional Park Preserve in relation to cities, towns, or major roads, and other distinguishable landmarks. The vicinity map (Figure 2) shows the Woodland Regional Park Preserve and adjacent lands, and the site map (Figure 3) shows the Woodland Regional Park Preserve and specific features identified within the Conservation Easement and this management plan. The restoration area maps (Figures 4a, 4b, and 4c) show the portion of Woodland Regional Park Preserve that contains the wetlands restoration area and the land cover types associated with that area prior to restoration (Figure 4a), post initial restoration at the time the May 2022 baseline site survey was conducted (Figure 4b), and the anticipated land cover types once the vegetation within the restored area is mature (Figure 4c).

Assessor's Parcel Number(s): 042-030-012

U.S. Geological Survey 7.5-minute quadrangle: GRAYS BEND

Township & Range: Section 11, Township 9 North, Range 2 East, M.D.B.&M.

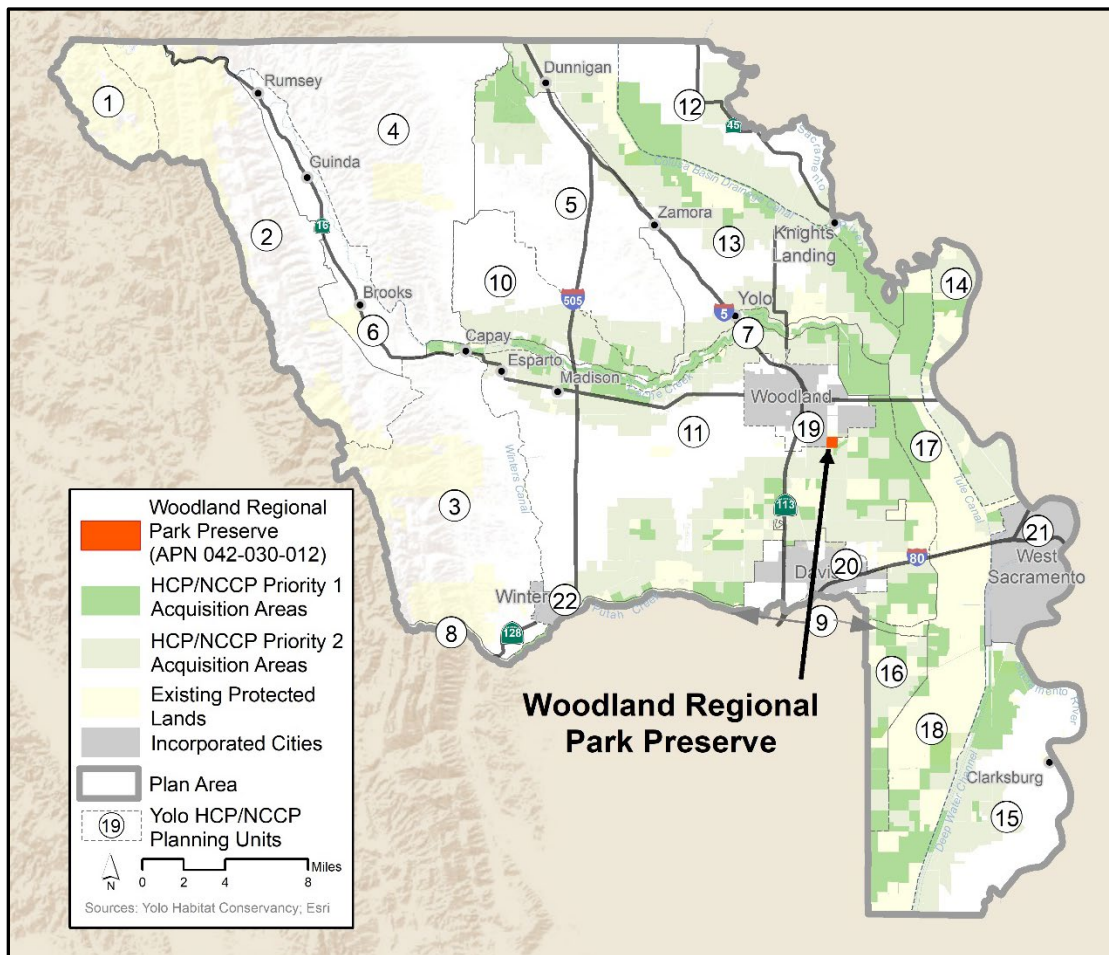


Figure 1: Location of Woodland Regional Park Preserve

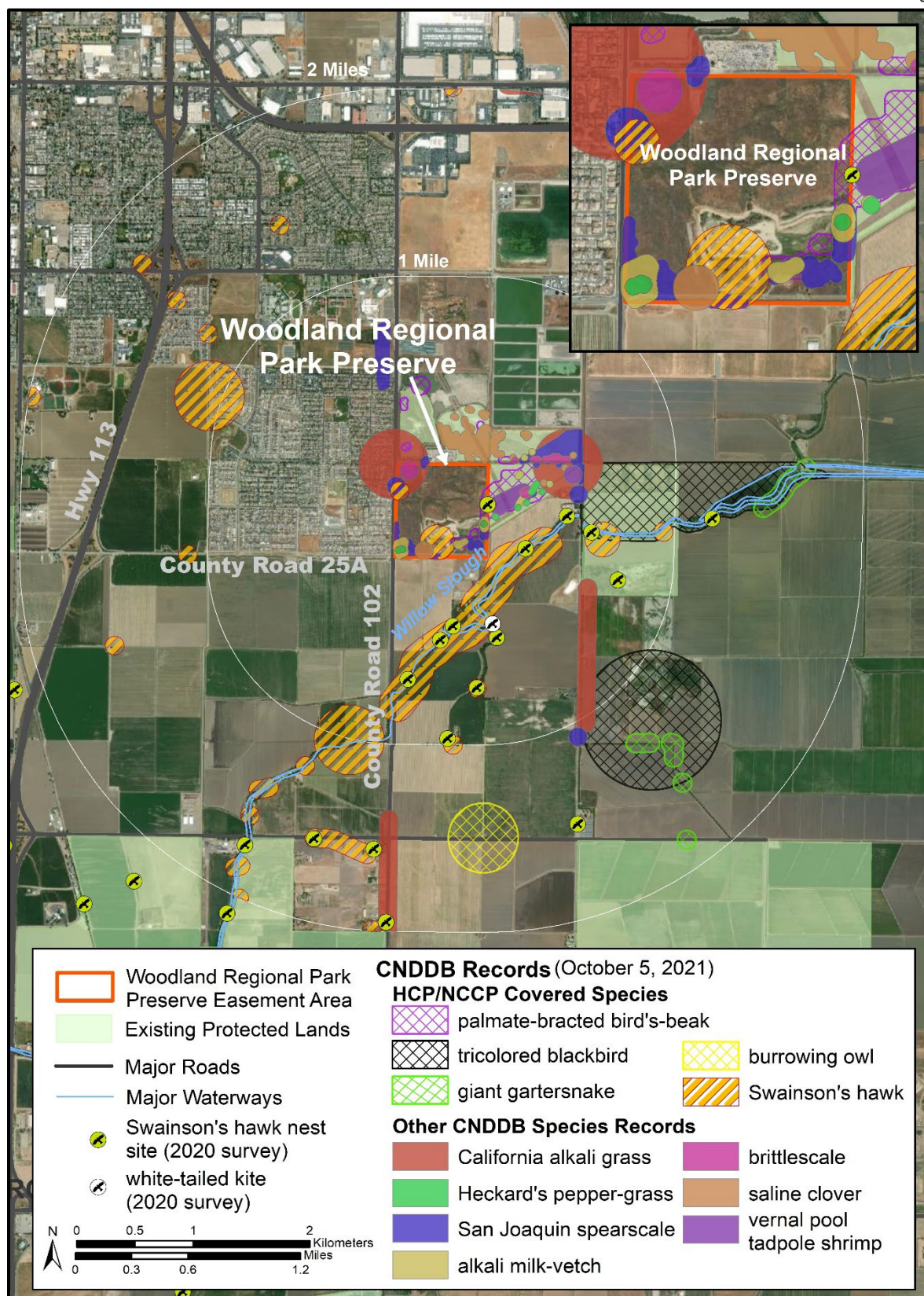


Figure 2: Woodland Regional Park Preserve vicinity map showing land uses as captured in aerial photography taken in 2018, existing protected lands, and CNDDDB species occurrence records as of October 5, 2021.

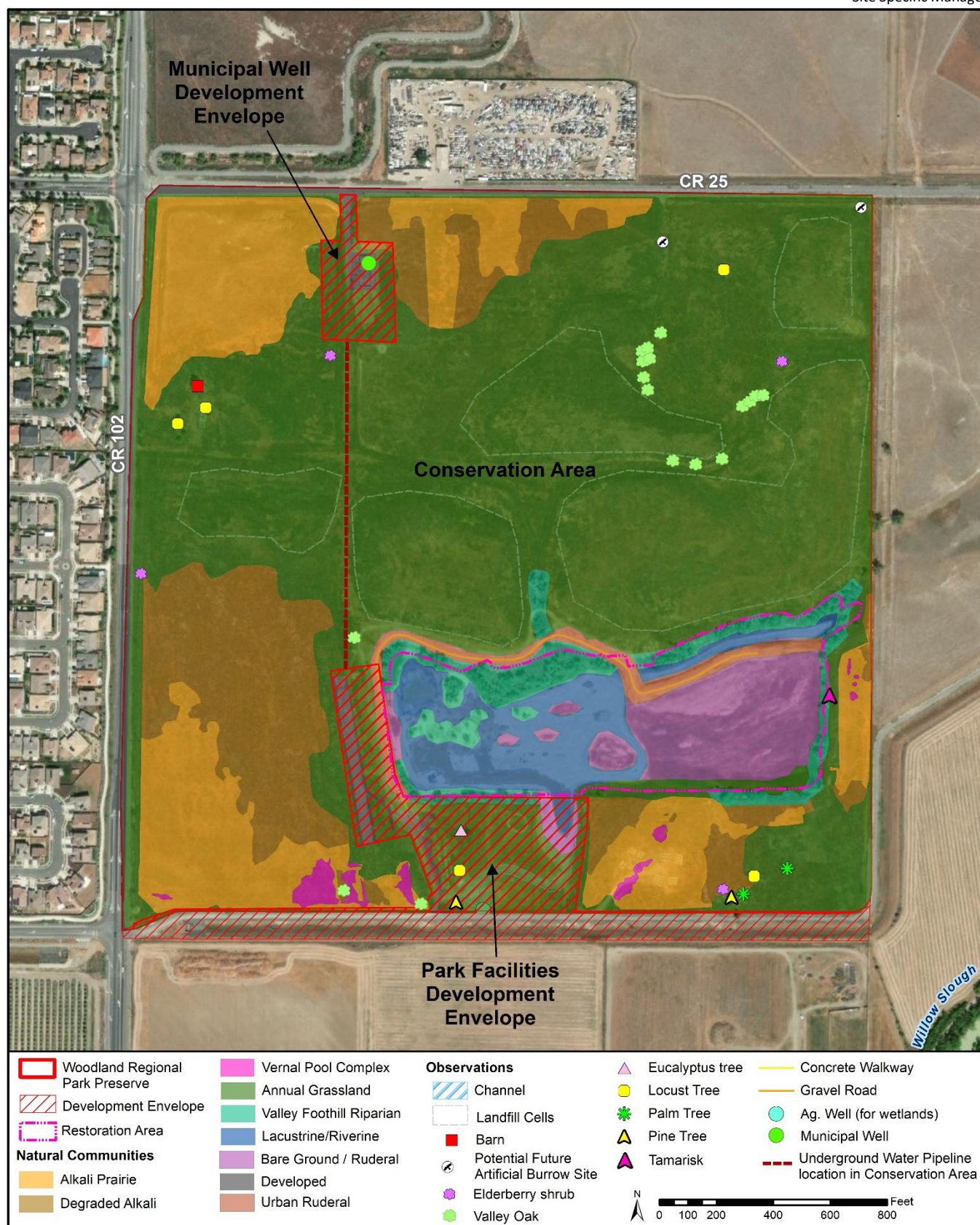


Figure 3: Woodland Regional Park Preserve site map showing Conservation Easement Areas and locations of site features in existence at the time of the May 2022 Site Visit.

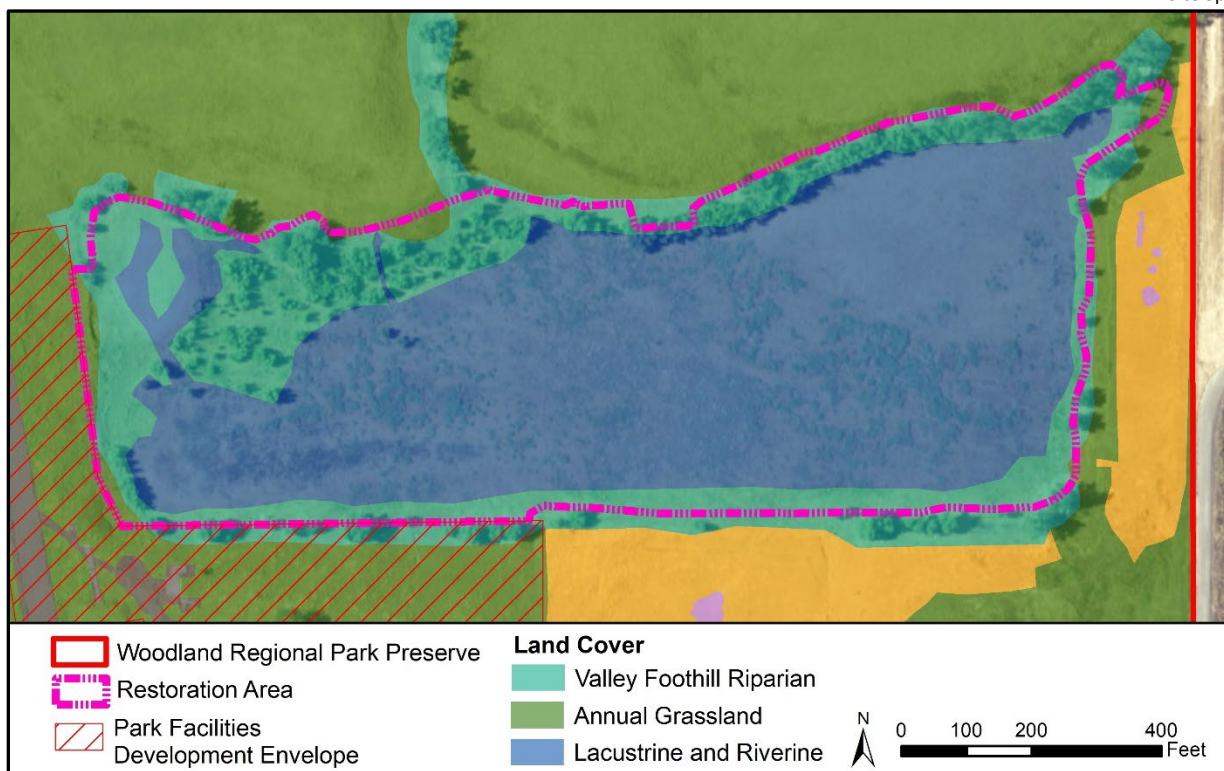


Figure 4a: Woodland Regional Park Preserve wetlands restoration area – pre-restoration baseline land cover

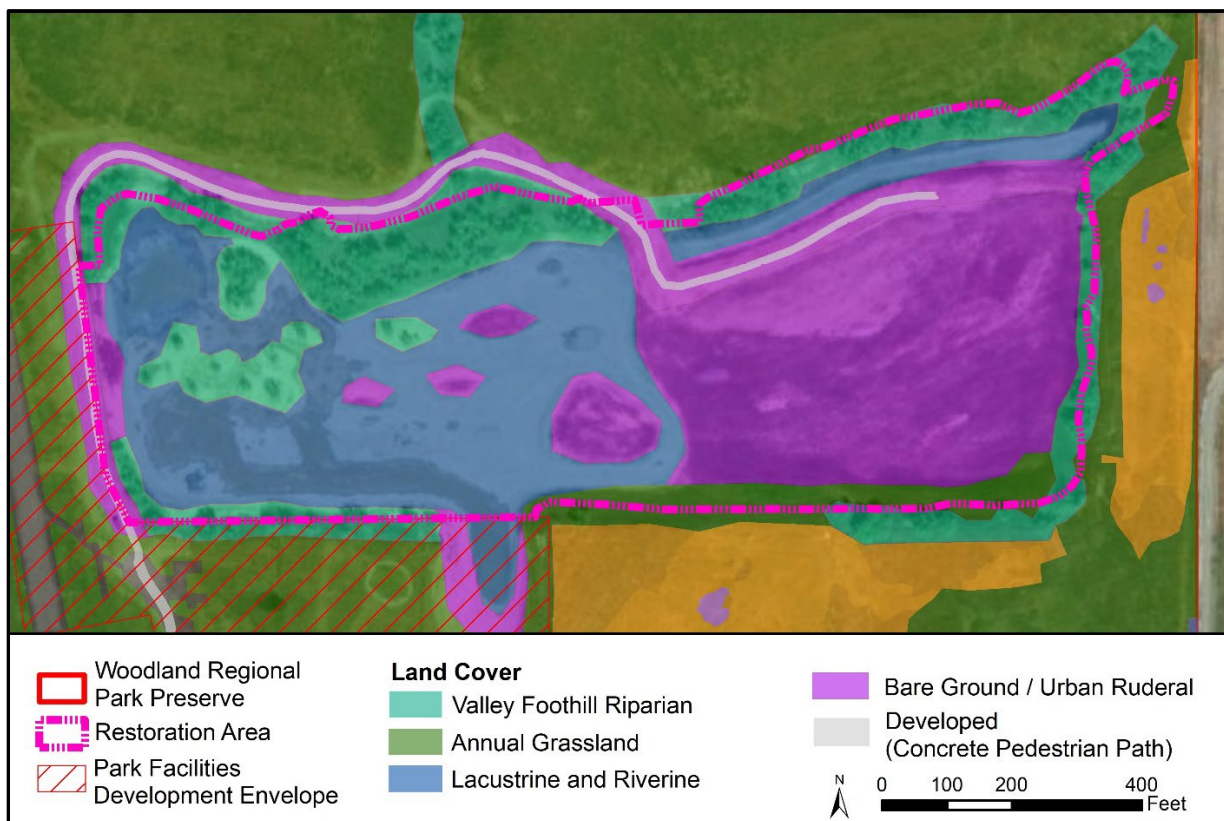


Figure 4b: Woodland Regional Park Preserve Wetlands Restoration Area – May 2022 baseline land cover

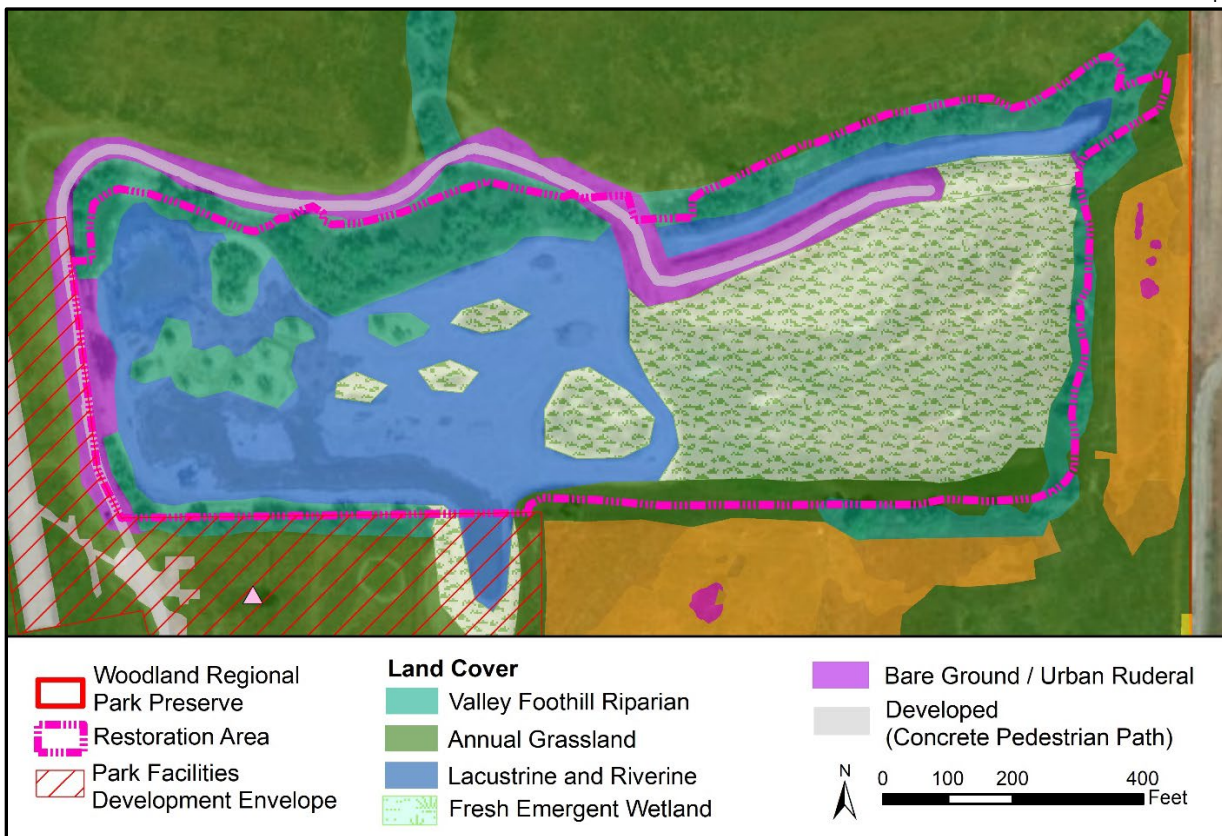


Figure 4c: Woodland Regional Park Preserve Wetlands Restoration Area Baseline Map
– anticipated fully restored land cover consistent with the Woodland Regional Park Natural Community Restoration Plan (2020)

2.2 Historic and Current Land Use

The Site has had a variety of past uses. In the early 1900's, the Site was primarily undeveloped open space used for livestock grazing land and contained several structures clustered in the northwest quadrant of the Site that were likely a homesite and barn with associated ancillary structures. The Site was purchased by the City in 1935 and the City proceeded to utilize the central portion of the Site as the city dump that was subsequently converted into a landfill in 1971. The five landfill cells, occupying a combined total of approximately 29 acres of the central and northeastern portion of the Site were capped in 1981 with soil excavated from an approximately 22-acre borrow pit located on the southeastern portion of the Site. The borrow pit was converted into a constructed wetland with an irrigation supply well in 2020/2021, consistent with the Yolo HCP/NCCP-approved Woodland Regional Park Natural Community Restoration Plan (ICF 2020).

After the closure of the landfill, portions of the Site were developed for recreational uses. Remnant infrastructure associated with past uses of the Site that are no longer active include a dilapidated shed along the west-central boundary of the Site; building pads, parking areas, a runway in the south-central portion marking the location of the former Mavis Henson Field (former Aeromodelers Club launch pad); and building pads and fencing in the far southeastern corner marking the location of the former Los Caporales Rodeo ring.

The Site contains infrastructure that is currently used for municipal purposes and recently developed infrastructure intended for future public uses and to support the operations and maintenance of the recently constructed wetland. The City operates a municipal water supply well on the northern portion of the Site that is enclosed within a chain link fence and is accessed by City staff via a gravel road from County Road 25. This municipal well, the chain link fence, and access road, are all located within the Municipal Well Site Development Envelope. A drainage canal, referred to by City of Woodland staff as South Canal, and a gravel road, referred to as

Mavis Henson Road (Road 25A), traverse along the southern edge of the Site within the Park Facilities Development Envelope. In addition to the conversion of the former borrow pit to a constructed wetland, several other modifications and infrastructure improvements were made in the southern portion of the Site during 2020 and 2021 to provide amenities that support future public access and enhance and protect habitat. A small parking area that meets Americans with Disabilities Act (ADA) standards, an agricultural well that supplies water for the constructed wetlands during the dry season, and a gravel road were each recently constructed on the southern portion of the Site within the Park Facilities Development Envelope. A concrete ADA accessible pedestrian pathway, approximately 8 feet wide, starts within the Park Facilities Development Envelope and extends approximately 1,600 feet along the western and northern edges of the constructed wetland within the Conservation Area was constructed in August 2020. A pedestrian bridge is incorporated into the pedestrian pathway to facilitate ADA accessible access across a drainage swale located along the northern edge of the constructed wetland. An irrigation network was installed to supply water to new and future tree plantings located along the edge of the constructed wetland area and within the riparian area along the ADA pathway.

2.3 Park Facilities and Proposed Future Use

While this Management Plan does not generally apply to the facilities and activities that are, or are anticipated to be, within the Park Facilities Development Envelope², the infrastructure and anticipated uses of that area of the Site are connected to the current and future public access trails and passive recreational use amenities within the Conservation Area as well as hydrologically connected, via the well and associated constructed channel, to the constructed wetland within the Conservation Area. For these reasons, the existing and proposed facilities and future uses of the Park Facilities Development Envelope are described here for informational purposes.

A kiosk structure was built at the entrance of the ADA pathway, within the Park Facilities Development Envelope, for which the City and its partners are currently designing information signage. In summer 2021, the decomposed granite pad around the kiosk was expanded to create enough room for a gathering area, a temporary porta-potty, handwashing station, and a concrete bike rack pad that will accommodate approximately twenty bikes. During the same time period, a post and cable fence line was installed along the gravel entry road and extending behind the kiosk gathering area, to section off and protect sensitive vernal pool habitat from vehicle, foot, and bike traffic. The City of Woodland anticipates opening the Park Facilities Development Envelope and the ADA pathway, which is located partially within the Park Facilities Development Envelope and partially within the Conservation Area, to the public in 2023.

While not yet constructed, a science and nature education facility that is projected to include a nature and science education center will provide the Woodland community and regional visitors with a facility to use for educational programs, community events, and cultural explorations. This planned 10,000 square foot facility, known as the Center for Nature, Science, and Culture at the Woodland Regional Park Preserve (Center), is anticipated to include a multi-purpose room, lab, an indoor/outdoor classroom, kitchen, office space, restrooms and storage. The Center will be managed by Tuleyome through a long-term lease from the City. Tuleyome will develop and coordinate educational programming in partnership with other organizations to provide unique nature-based experiences for the local community and out-of-town residents. In addition, a 0.5 mile multi-use trail that will stem from the facility, head south, then northeast to connect with the existing ADA trail, will be constructed within the Park Facilities Development Envelope along with parking facilities, and a school bus turn around area. The multi-use trail (identified as the walking path in Figure 5), which will accommodate the same recreational uses as the 1600 ft ADA pathway, will be located entirely within the Park Facilities Development Envelope and maintain a buffer distance of at least 500ft from the known palmate-bracted-bird's beak population. Public access to facilities within the Park Facilities Development Envelope will be along the existing Mavis Henson Road (County Road 25A).

² The well and associated channel that provide water to the constructed wetlands are the only features within the Park Facilities Development Envelope that are explicitly tied to management within the Conservation Area. Maintenance and management of these features is discussed in Section 4.1.10.

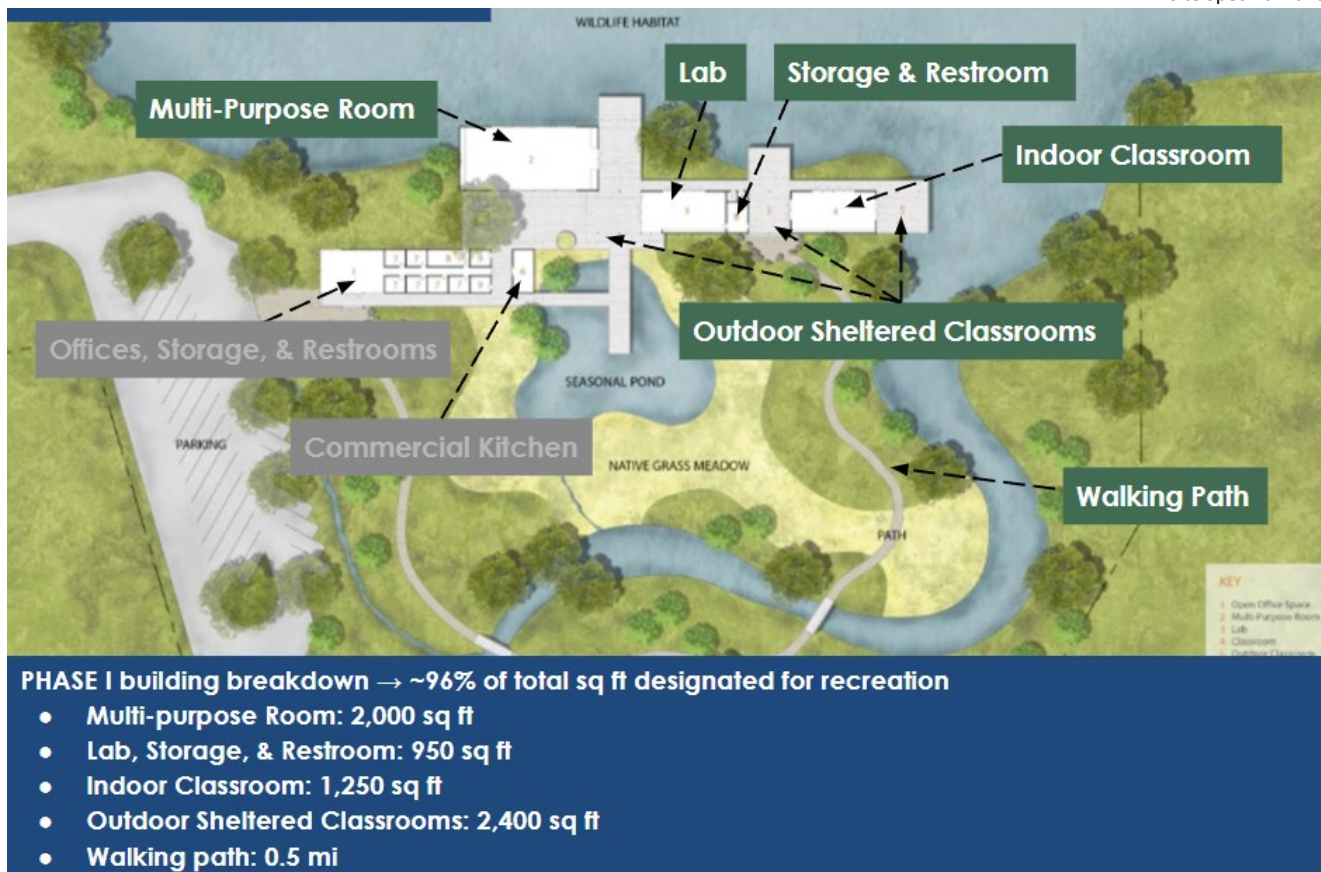


Figure 5: Conceptual plan for the Center for Nature, Science, and Culture within the Park Facilities Development Envelope

In addition to the recreational and other public uses planned within the Park Facilities Development Envelope, the City also has a well and associated water conveyance channel that provides water to the constructed wetland located within the Conservation Area and a canal (South Canal) that runs along the southern edge of the Site to convey stormwater away from the City of Woodland. The City anticipates the need to expand the stormwater canal located along the southern edge of the Easement Area in order to increase the water conveyance capacity of the canal such that it can accommodate a 200-year storm event. Both the canal expansion area and the staging of equipment necessary to conduct this effort will be located entirely within the Park Facilities Development Envelope. The expansion of the canal will be on the south side of the canal, which is not hydrologically connected to the alkali prairie or other sensitive habitat areas located within the Conservation Area.

2.4 Site Soils, Topography, and Hydrology

The Woodland Regional Park Preserve is located in the southern portion of the Sacramento Valley, which is in the northern portion of the Great Valley geomorphic province of California. The soil survey of Yolo County, California identified four soil phases within the Woodland Regional Park Preserve including Rincon silty clay loam, Capay silty clay, Riz loam, and Pescadero silty clay, saline-alkali (Andrews 1972). Rincon silty clay loam (~2.0%) is located along the southeastern corner of the Site, with Capay silty clay (~20.7%) located along the southwest edge of the Site, Riz loam (~20.4%) occupies a portion of northwest corner of the Site, and Pescadero silty clay, saline-alkali occupies the majority of the eastern and northern portions of the Site (~56.9%) (See Figure 4). Rincon silty clay loam and Capay silty clay are designated as Prime Farmland by the Natural Resource Conservation Service, U.S. Department of Agriculture, and the California Department of Conservation Farmland Mapping and Monitoring Program if irrigated. The other two soil classifications are not considered prime agricultural land.

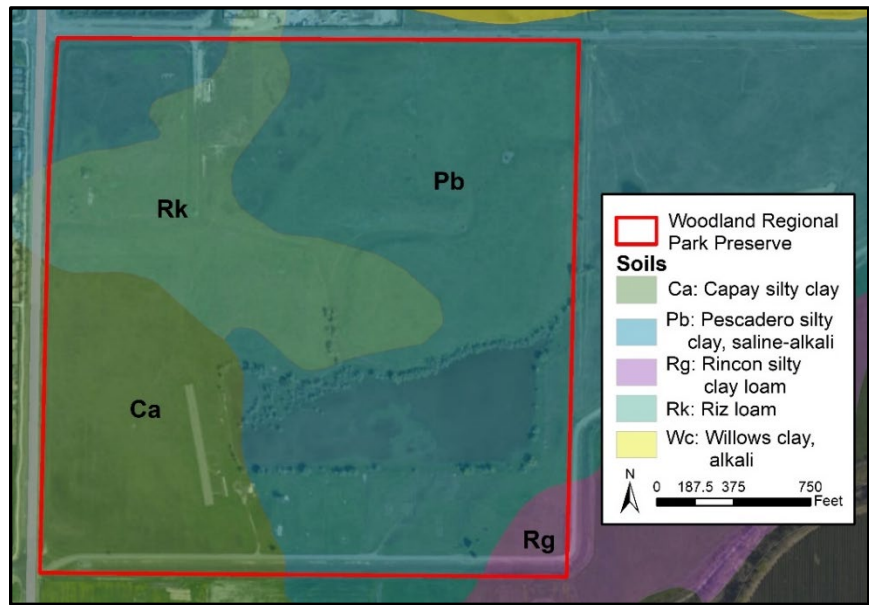


Figure 6: Woodland Regional Park Preserve soils map

Rincon silty clay loam (Rg) consists of well drained alluvium derived from sedimentary rock, occurring on alluvial fans with 0 to 1 percent slopes. Depth to water table is generally greater than 6 feet. Soils are nonsaline to very slightly saline and have high water storage capacity.

Capay silty clay (Ca) consists of very deep, moderately well-drained soils derived from igneous, metamorphic, and sedimentary rock, occurring on alluvial fans, alluvial flats, interfan basins, and basin rims with 0 to 9 percent slopes. Depth to water table is approximately 4-6 feet. Water storage capacity is moderate, ponding is frequent, and soils can be saline-sodic throughout. Soils exhibit cracking in the summer months.

Riz loam (Rk) consists of poorly drained calcareous silty alluvium occurring on terraces with 0 to 1 percent slopes. Depth to water table is approximately 24-48 inches. Soils are slightly saline to strongly saline with moderate water storage capacity.

Pescadero silty clay, saline-alkali (Pb) consists of poorly drained alluvium derived from sedimentary rock, occurring on basin floors with 0 to 1 percent slopes. Depth to water table is approximately 24-48 inches. Soils are slightly to moderately saline, and have moderate available water storage capacity.

The topography on the property ranges approximately between approximately 30 feet above mean sea level (and lower within in the basin of the constructed wetlands) to approximately 50 feet above mean sea level on the top of the capped landfill cells in the central portion of the Site. These cells are on top of the underlying native soils described above. Topography is generally flat on the south and southwestern portions of the property. Hills and swales are present north of the pond formed by the mounded caps of the former landfills in the northeastern quadrant. The property lies just north of Willow Slough between the Putah and Cache Creek drainages. Historically, floodwaters from these drainages created a mosaic of wetlands and alkali sink habitats located above the Yolo Basin. Water enters the property via direct precipitation and sheet-flow runoff from surrounding uplands.

2.5 Existing Easements and Encumbrances

The Woodland Regional Park Preserve contains existing easements and encumbrances that were established prior to the time that the Woodland Regional Park Preserve Conservation Easement was established on the property. The Site also has several restrictions in place due to its past use as a landfill.

2.5.1 Title Encumbrances

The easements and encumbrances that are documented in the Preliminary Title Report dated August 10, 2022³ and are pertinent to the Easement Area include:

1. Rights of the public and of the City of Woodland, as to that portion of the herein described property lying within County Roads 102 and 25, a public road.
2. An easement over said land for electrical facilities and incidental purposes, granted to Pacific Gas and Electric Company, in deed recorded September 30, 1966, (book) 838 (page) 111, Official Records.
Affects: Easterly 40 feet of the Westerly 92 feet
No representation is made as to the current ownership of said easement.
3. The terms, conditions and provisions as contained in the document entitled "Notice of Unrecorded Grant Agreement", by and between State of California and City of Woodland, dated July 6, 2018, recorded August 29, 2018, as (instrument) 2018-0020696, Official Records.

³ There are two exceptions in the August 2022 Preliminary Title Report that are associated with highway easements. These easement areas are not included in the Easement Area and therefore are not listed in this Management Plan.



Figure 7: Approximate locations of existing easements and encumbrances within the overall Woodland Regional Park Preserve property.

2.5.2 Former Landfill Site Conditions

Restrictions and conditions associated with the Site's status as a former landfill include:

Activities and land uses on the Site must comply with Title 27, California Code of Regulations (27 CCR), including Section 21190, which is specific to Postclosure Land Use activities. Other than non-irrigated open space, the City is required to consult with, and seek compliance approval from, the Central Valley Regional Water Quality Control Board, CalRecycle, and Yolo County Environmental Health Department (acting as the

Local Enforcement Agency (LEA)) for any proposed land uses on the Site if the proposed project involves: structures within 1,000 feet of the former landfill disposal area, structures on top of waste, modification of the low permeability layer, or irrigation over waste (gas monitoring is required for structures built within 1,000 ft of the disposal boundary). Approximate locations of each of the landfill cap areas are shown in Figure 3.

2.6 Adjacent Land Uses

Extensive open space and agricultural land is still present along the northern, eastern and southern boundaries of the Site, while the Spring Lake residential development is located to the west and northwest. Major crop types in the immediate vicinity include rice, alfalfa hay, and wheat-tomato rotation with occasional plantings of sunflower, safflower, or similar crop types. Orchards are becoming more prevalent south and southwest of the Easement Area. The surrounding open farmlands provide important habitat for many Central Valley wildlife species, including several Yolo HCP/NCCP covered species such as Swainson's hawk, white-tailed kite, burrowing owl, tricolored blackbird, and giant garter snake. Trees along nearby Willow Slough provide substantial nesting habitat for Swainson's hawk, white-tailed kite, and many other birds.

Adjacent to the northern and eastern boundaries of the Site is the Alkali Grasslands Preserve, a similar alkali grassland landscape protected by a conservation easement held by the Center for Natural Lands Management primarily for the protection of rare plants. The Conaway Ranch Tricolored Blackbird Conservation Easement site, a Yolo HCP/NCCP pre-permit reserve system site, is located approximately 0.5 miles east of the Site. Other Yolo HCP/NCCP pre-permit reserve system sites located within two miles of the Site include Merrit Ranch, located approximately 1.75 to the southwest, and the Conaway Ranch Swainson's Hawk Conservation Easement Site, located approximately 1.75 miles to the southeast. Both sites are actively cultivated agricultural lands that have easements on them to maintain Swainson's hawk foraging habitat.

3: HABITAT AND SPECIES DESCRIPTIONS

3.1 Conditions and Conservation Values of the Easement

3.1.1 Land Cover Types / General Baseline Conditions

As described in Table 1, the baseline conservation values of the Site include landscape-level values (contribution to large, interconnected reserve system with a variety of gradients) natural community values (grassland, valley foothill riparian, alkali prairie, and lacustrine), and covered species values (palmate-bracted bird's-beak, Swainson's hawk, white-tailed kite, western burrowing owl, and tricolored blackbird). Additional values are anticipated with the restoration described in Section 3.2. The baseline conditions and conservation values for natural communities and covered species are described in greater detail in Sections 3.3 and 3.4.

3.2 Summary of Enhancement and Restoration Activities

The wetland restoration project described in Section 1.4, above and in more detail in the restoration plan provided as Appendix C, is expected to provide additional conservation values for natural communities (valley foothill riparian, lacustrine, and fresh emergent wetlands) and covered species (Swainson's hawk and white-tailed kite nesting, tri-colored blackbird, western pond turtle, and potentially giant garter snake). This restoration involved excavation and grading in 2020 to deepen the western portion of the existing pond to allow this area to be managed as a perennial or permanent wetland and fill in the eastern portion to raise the elevation and create a seasonal wetland. Plantings of native trees and shrubs in the riparian buffer and grassland periphery of the restoration area to enhance habitat quality and complexity and prevent overuse by recreationists were also included in the restoration plan (Appendix C). An irrigation water supply well was drilled to a depth of 430 feet in May 2020, within the Park Facilities Development Envelope Area to provide a dedicated water supply to the constructed wetland area at a rate of up to 250 gallons per minute. A sinuous inlet swale was installed to convey water from the well head to the pond. A buried pipeline was also installed at the western end of the pond to serve as a discharge pipeline that empties into the municipal drainage canal along Mavis Henson Road (County Road 25A).

Five habitat islands were constructed in the eastern portion of the pond, and six habitat islands were constructed in the western end of the pond with the addition of four basking logs: one located on the western bank and three placed along the riparian edge on the northwestern edge. The habitat islands range in size from 0.04 to 0.28 acres, with 8:1 slopes. Prior to restoration, the eastern portion of the pond hosted swamp timothy (*Cryptis schoenoides*) and other emergent wetland plants and recolonization of freshwater emergent wetland vegetation is expected to establish naturally.

The Conservancy is allowed and encouraged to conduct, or have others conduct, additional habitat enhancement and restoration activities that protect and enhance the Conservation Values of the Conservation Easements within the Easement Area. It is anticipated that the primary enhancement activities within the Easement Area will focus on the management and reduction of invasive plant species and efforts to enhance covered species habitats as described in Chapter 4.

3.3 Yolo HCP/NCCP Natural Communities

Natural communities mapped at the Woodland Regional Park Preserve include annual grassland, alkali prairie, lacustrine (open water), and valley foothill riparian (See Figure 3). Additionally, the wetland restoration project is intended to establish fresh emergent wetlands on the Site (See Figure 4c). Each natural community is described below.

3.3.1 Grasslands and Alkali Prairie

The Woodland Regional Park Preserve property is one of the few remaining locations in Yolo County with relatively undisturbed alkali soils. Formerly part of a larger alkali sink complex, the Site retains characteristics unique to this rare community including several special-status plants. As a result of their close physical association, intergrading formations and geomorphology, and similar vegetation, it is often difficult to distinguish between the alkali prairie natural community with its associated alkali seasonal wetlands and non-native grasslands that do not have associated alkali seasonal wetlands. The alkali prairie differs from the non-native grasslands in that they are the uplands associated with alkali wetlands, supporting the local watersheds for these wetlands. Pondered seasonal wetlands were evident in November 2021 and mapped throughout the property, however lack of rainfall precluded conducting a complete inventory of alkali seasonal wetlands occurring on the Site.

At the time of the November 2021 baseline survey, the majority of the property consisted of grassland cover, including annual grassland and five large areas of alkali prairie. Most of the alkali prairie was dominated by nonnative grasses such as Italian rye grass (*Festuca perennis*), barley species (*Hordeum marinum* spp. *gussoneanum* and *H. murinum* ssp. *leporinum*), and soft chess (*Bromus hordeaceus*); silverscale saltbush (*Atriplex argenta*) was intermixed as a subdominant. Within the nonnative annual grass were scattered, dense patches of native salt grass (*Distichlis spicata*), alkali heath (*Frankenia salina*), and spikeweed (*Centromadia* sp.). Encroaching yellow starthistle (*Centaurea solstitialis*), ripgut brome (*Bromus diandrus*), wild oats (*Avena barbata* and *A. fatua*), and perennial pepperweed (*Lepidium latifolium*) were found in all alkali prairie plots, and in some areas such as the southwest corner of the property, accounted for more than 50% of the cover.

3.3.2 Lacustrine (Open Water) and Fresh Emergent Wetlands

An approximately 22-acre pond in the southeast section of the property, observed during the 2021 baseline survey, was originally created when the area was used as a borrow pit to obtain topsoil to cap the landfill mounds located in the central and northeastern portions of the Easement Area. The pond was originally a hydrologically disconnected, shallow, seasonal pond filled via overland runoff from surrounding upland areas. The area was regraded as part of a wetlands restoration plan in 2020 and 2021. Although the restoration plan is intended to produce a combination of open water and fresh emergent wetlands, wetlands vegetation was not yet established and only open water was present at the time of the November 2021 and May 2022 baseline surveys.

Five habitat islands were constructed in the eastern portion of the pond, and six habitat islands were constructed in the western end of the pond with the addition of four basking logs: one located on the western bank and three placed along the riparian edge on the northwestern edge. The habitat islands range in size from 0.04 to 0.28 acres, with 8:1 slopes. At the time of the November 2021 and May 2022 baseline surveys, the pond was mostly open water and lacking any emergent vegetation. Recolonization of freshwater emergent wetland vegetation is expected to occur naturally after water has been consistently present within the constructed wetlands area over several seasons due to natural precipitation, pumping from the recently drilled agricultural well, or a combination of both water sources. Fall of 2021 was the first time that the agricultural well was operated to provide water to the constructed wetlands and the basin had previously dry post-grading due to drought conditions.

3.3.3 Valley Foothill Riparian

The dominant species surrounding the pond was black willow (*Salix gooddingii*) at the time of the November 2021 baseline survey. Some riparian plantings had been installed, and more are anticipated in the future along the northern boundary of the restoration area. Select mature willow shrubs from the northeast corner of the restoration area had been removed to provide space for mixed native tree and shrub interplantings. At the time of the development of this Management Plan, the City, in partnership with Tuleyome, had stated their intent to install additional native tree and shrub plantings along the ADA trail, and to install cottonwood (*Populus fremontii*), box elder (*Acer negundo*), and sycamore (*Platanus racemosa*) plantings on several of the habitat islands to promote nesting and foraging habitat for birds. Through funding from California ReLeaf, sixty fifteen-gallon native trees were planted in January 2022 along the ADA pathway. Additional planting days are planned for the first half of

2022 with funding from California Waterfowl and California Wildlife Conservation Board.

3.4 Special-status and Yolo HCP/NCCP Covered Species

The California Natural Diversity Database (CNDDDB; October 5, 2021 version of CNDDDB records) was queried to identify records of special-status and Yolo HCP/NCCP covered species within a 2-mile radius of the Easement Area (See Table 2). A Swainson's hawk (*Buteo swainsoni*) nest site occurrence was documented as occurring within a mature willow tree along the edge of the borrow pit (i.e., what is now the recently constructed wetlands area) within the Easement Area in 2012 (CNDDDB, 2021). The CNDDDB search also identified 17 additional individual Swainson's hawk nest occurrences within two miles of the Easement Area along an approximately 1.25-mile section of Willow Slough that is documented to regularly have 1-4 additional active nest sites per year. The Yolo HCP/NCCP Swainson's hawk nest survey conducted in 2020 identified one active nest within the Easement Area, and 16 additional active nest sites within 2 miles of the Easement Area (Estep, 2020). Nine of these 16 nest sites were observed along the Willow Slough riparian corridor. Occurrences of palmate-bracted bird's beak (*Chloropyron palmatum*), alkali milk vetch (*Astragalus tener* var. *tener*), and San Joaquin spearscale (*Extriplex joaquinana*), brittlescale (*Atriplex depressa*), California alkali grass (*Puccinellia simplex*), and Heckard's pepper-grass (*Lepidium latipes* var. *heckardii*) have each been documented within the Woodland Regional Park Preserve Easement Area. Additionally, two tricolored blackbird (*Agelaius tricolor*) occurrences, two giant garter snake (*Thamnophis gigas*) occurrences, and one burrowing owl occurrence (*Athene cunicularia hypugaea*) were recorded in CNDDDB as being within two miles of the Easement Area. While no white-tailed kite, western pond turtle, or valley elderberry longhorn beetle occurrences are recorded in CNDDDB as occurring within 2 miles of the Easement Area, the Site is identified by the Yolo HCP/NCCP as containing modeled habitat for each of these species. The status of each of these species is listed in Table 3 and additional information about these species is provided below.

Table 2: Special-status species documented within two miles of Woodland Regional Park Preserve

Common Name	Scientific Name	Status Federal/State ^a
Plants		
alkali milk-vetch	<i>Astragalus tener</i> var. <i>tener</i>	-/-/1B
Brittlescale	<i>Atriplex depressa</i>	-/-/1B
California alkali grass	<i>Puccinellia simplex</i>	-/-/1B
Heckard's pepper-grass	<i>Lepidium latipes</i> var. <i>heckardii</i>	-/-/1B
palmate-bracted bird's beak	<i>Chloropyron palmatum</i>	E/E/1B
saline clover	<i>Trifolium hydrophilum</i>	-/-/1B
San Joaquin spearscale	<i>Extriplex joaquinana</i>	-/-/1B
Invertebrates		
vernal pool tadpole shrimp	<i>Lepidurus packardii</i>	E/-/-
Reptiles		
giant garter snake	<i>Thamnophis gigas</i>	T/T/-
Birds		
Swainson's hawk	<i>Buteo swainsoni</i>	-/T/-
western burrowing owl	<i>Athene cunicularia hypugaea</i>	-/CSC/-
tricolored blackbird	<i>Agelaius tricolor</i>	-/T/-

^a Status designations:

- = No designation

E = Listed as endangered under the Federal Endangered Species Act or California Endangered Species Act

T = Listed as threatened under the Federal Endangered Species Act or California Endangered Species Act

FP = Fully protected under California Fish and Game Code

CSC = California species of special concern

Table 3: Yolo HCP/NCCP covered species with modeled habitat within Woodland Regional Park Preserve

Common Name	Scientific Name	Status Federal/State/Other ^a
palmate-bracted bird's beak	<i>Chloropyron palmatum</i>	E/E/1B
valley elderberry longhorn beetle	<i>Desmocerus californicus dimorphus</i>	T/-/-
western pond turtle	<i>Actinemys marmorata</i>	-/CSC/-
Swainson's hawk	<i>Buteo swainsoni</i>	-/T/-
white-tailed kite	<i>Elanus leucurus</i>	-/FP/-
western burrowing owl	<i>Athene cunicularia hypugaea</i>	-/CSC/-
tricolored blackbird	<i>Agelaius tricolor</i>	-/T
giant garter snake	<i>Thamnophis gigas</i>	T/T/-

^a Status designations:

- = No designation

E = Listed as endangered under the Federal Endangered Species Act or California Endangered Species Act

T = Listed as threatened under the Federal Endangered Species Act or California Endangered Species Act

FP = Fully protected under California Fish and Game Code

CSC = California species of special concern

1B = California Native Plant Society (CNPS) designation for species rare or endangered in California and elsewhere

3.4.1 Palmate-bracted Bird's Beak

Palmate-bracted bird's beak is a federal and state listed endangered species. It is restricted to seasonally flooded, saline-alkali soils in lowland plains and basins. The species is hemi-parasitic and obtains water and nutrients from the roots of other plants. Known suitable host plants include saltgrass, Mojave red sage (*Kochia californica*), Torrey seepweed (*Suada moquinii*), and alkali heath.

Palmate-bracted bird's beak was first documented on the Woodland Regional Park Preserve in 1996 with as many as 482 individuals (Showers 1996). One patch of plants was observed again in 2009 composed of approximately 25 individuals (Dean 2009), however, no plants were observed during surveys conducted in 2011 (Barnett Environmental 2011). The Center for Natural Lands Management (CNLM) conducted surveys in 2017, 2018, 2019, and 2020. During each of these surveys, CNLM staff observed plants at the same location as those observed in 2009, with an estimated 87 individuals in 2017, 42 individuals in 2018, 85 individuals in 2019, and 282 individuals in 2020 (CNLM 2020, Appendix B). The 2019 survey was conducted late in the season, likely resulting in an underestimate of the number of plants present as plants had already begun to senesce (CNLM 2020, Appendix B). Palmate-bracted bird's beak was observed growing with saltgrass, stinkwort (*Dittrichia graveolens*), perennial pepperweed, tarweed (*Centromadia* spp.), barley, alkali heath, and yellow starthistle. Aggressive invasive plant species growing within and among the observed plants are an immediate threat to this patch of palmate-bracted bird's beak.

In Yolo County, this species is known to occur only in the vicinity of the remaining alkali sink community southeast of Woodland. This location is one of only seven known occurrence sites for the palmate-bracted bird's beak. Yolo HCP/NCCP conservation of this species is focused on the Woodland Regional Park Preserve. This Management Plan focused on ensuring long-term protection, management, and monitoring of the population and meeting the conservation objectives for this species under the Yolo HCP/NCCP (Table 1, Objective PBBB1.1). The Site's adjacency with other protected properties to the north and east will further enhance the potential for long-term protection and sustainability of this endangered plant population.

1.1.1 Valley Elderberry Longhorn Beetle

Three blue elderberry shrubs (*Sambucus mexicana*), potential habitat for the Valley elderberry longhorn beetle, were noted during the Site Visit on November 24, 2021; one just southwest of the pasture fence around the tank on the north side of the property, one in the ditch just outside the barbed wire fence along the western property boundary, and another near the southeast corner of the property. One additional elderberry shrub was observed in

the northeast section of the property, adjacent to a group of valley oak trees that have been planted along a swale.

Yolo HCP/NCCP conservation for valley elderberry longhorn beetle will be met primarily through the protection of riparian habitats along Putah Creek or Cache Creek that support mature elderberry shrubs. Although the species can also benefit from the protection of some upland sites where isolated elderberry shrubs may occur, Putah Creek and Cache Creek, with their more extensive riparian systems, provide higher value and long-term benefit than do isolated upland shrubs that may be more subject to incidental disturbances or have less likelihood of occupancy by valley elderberry longhorn beetle. As such, this management plan includes provisions for avoiding impacts to the elderberry shrubs but conservation of Valley elderberry longhorn beetle is not a focused objective for the Site.

3.4.2 Western Pond Turtle

The western pond turtle is designated as a species of special concern in California. Western pond turtles are found in both natural aquatic habitats such as ponds and low-gradient streams as well as artificial water bodies, such as irrigation canals and detention basins. They rely on nearby upland habitat for nesting, overwintering, and dispersal. They may travel in upland areas as far as 400 meters (820 feet) from aquatic habitat.

There is a substantial amount of modeled suitable habitat for western pond turtles at the Woodland Regional Park Preserve. The Science and Technical Advisory Committee (STAC) did not identify suitable habitat for this species as being present during their 2015 evaluation, noted in their 2019 evaluation of the proposed wetlands restoration project that the restoration project would create high quality habitat for this species. Restoration actions recently implemented in the pond area increased the size of functional fresh emergent wetland and lacustrine habitat as well as ensured year-round wetland conditions for this species.

3.4.3 Giant Garter Snake

The giant garter snake is state and federally listed as threatened. This species is associated with low-gradient streams, wetlands, marshes, and rice fields in the California Central Valley. They also use adjacent uplands for basking, shelter, and over-wintering in burrows.

Two small aquatic features on the northeast and northwest corners of the borrow pit were mapped in the HCP/NCCP as modeled aquatic habitat for giant garter snake; however, the STAC determined during their 2015 site evaluation that no suitable giant garter snake habitat was present. The STAC's 2019 assessment of restoration value on the Site determined that a substantial amount of potential habitat would be created through the wetlands restoration project, but that future occupancy remains uncertain due to the lack of connectivity to other suitable water sources. It is possible, however, that giant garter snakes could move overland to the Site from nearby Willow Slough.

The Yolo HCP/NCCP commits the Conservancy to protecting, restoring, and managing fresh emergent wetland and lacustrine/riverine natural community for giant garter snake (Table 1, Objective GGS1.4), and meeting the occupancy commitments stipulated in Table 6-2 (c) of the Yolo HCP/NCCP (Table 1, Objective GGS1.5). The occupancy commitments require that all giant garter snake habitat must be occupied for it to count toward reserve system commitment. A site is considered occupied if it is in an "occupied habitat unit" as shown on Figure 6-12 of the Yolo HCP/NCCP. The Woodland Regional Park Preserve is not within an occupied habitat unit, but it is near an occupied habitat unit in the Willow Slough area. If the Site becomes occupied by the giant garter snake in the future, the habitat on the Site can be counted toward meeting the Yolo HCP/NCCP giant garter snake habitat commitments.

1.1.1 Swainson's Hawk

The Swainson's hawk is state listed as a threatened species. It is a migratory bird that arrives in the Central Valley in March and early April to nest and breed and typically migrates to its wintering grounds located between Central Mexico and central South America in September and October. It typically nests in tall trees and forages in annual

grasslands, annual croplands, and irrigated pasture. Its prey includes small mammals such as meadow vole, pocket gopher, ground squirrels, as well as a variety of small birds, reptiles, and large insects.

The grasslands and alkali prairie on the Site provide foraging habitat for Swainson's hawk and the riparian natural community and scattered trees provide nesting habitat. At the time of the 2021 baseline surveys, several mature trees, mostly willow, occurred on or near the eastern border of the property, and other nonnative trees occurred in scattered locations. Most of these trees were too small to provide nesting habitat for Swainson's hawk. However, abundant nesting habitat for Swainson's hawk occurred in the riparian natural community, dominated by black willow, surrounding the pond.

Confirmed Swainson's hawk nest trees are located within 1.5 miles along the Willow Slough corridor and the species has been documented at the Site (Barnett Environmental 2011, Estep 2020). Willow Slough extends west-east just south of the property and supports a narrow band of primarily valley oak-dominated riparian woodland.

3.4.4 White-tailed Kite

The white-tailed kite is a fully protected species in California. It is found in the Central Valley throughout the year. The primary breeding season occurs from May through August. White-tailed kites tend to nest in trees that have a dense canopy or are within a dense group of trees, such as a riparian forest. Foraging primarily occurs in annual cropland, irrigated pasture, annual grasslands, dry pasture, and rice stubble. Their prey is primarily meadow voles, although they also prey on other small mammals, small birds, insects, reptiles, and amphibians. The white-tailed kite has similar habitat requirements as the Swainson's hawk so the habitat identified as suitable for the Swainson's hawk applies to the white-tailed kite as well.

White-tailed kites were observed foraging at the Site during spring 2011 field surveys (Barnett Environmental 2011), suggesting that the modeled foraging habitat from the Yolo HCP/NCCP accurately predicts usage by this species.

3.4.5 Western Burrowing Owl

The western burrowing owl is a species of special concern in California. Burrowing owls rely on burrows for nesting and roosting. They often occupy abandoned ground squirrel burrows, although they will also use burrows created by other mammals as well as culverts, pipes, and artificial burrows. Burrowing owls will forage for prey in grasslands, pasture, field edges, and along road and levee edges. They favor areas with short-stature vegetation and often select mounded or slightly elevated burrow sites that are well drained.

During the November 2021 baseline surveys, there was evidence in the form of old burrows indicating occupancy, either currently or at some point in the past, by California ground squirrel, which provide potential habitat for burrowing owls. However, no squirrels were observed, and no sign of occupancy by owls was observed in November 2021.

3.4.6 Tricolored Blackbird

The tricolored blackbird was listed as a threatened species in California in April 2018. Many tricolored blackbirds reside throughout the year in the Central Valley of California although some populations migrate between inland breeding locations to wintering habitats located in the Sacramento-San Joaquin River Delta and coastal areas. They nest in colonies within marsh vegetation, blackberries or other thorny vegetation, or in silage and grain fields at sites located near water and foraging habitat. Tricolored blackbirds forage for insects in agricultural fields, pastures, grasslands, and wetlands.

At the time of the November 2021 baseline surveys, the Site did not contain suitable nesting habitat for tricolored blackbirds, but did provide foraging habitat in the upland grasslands. Nesting habitat for tricolored blackbird is anticipated to occur on the Site in the future as the vegetation within the restored wetlands area matures and the

wetland is managed to promote the establishment and maintenance of habitat for this species. Tricolored blackbird has been observed along the adjacent Willow Slough and neighboring Conaway Ranch, and the Site provides suitable foraging habitat for the species.

3.5 Other Special Status Species

A special-status vegetation survey performed at Woodland Regional Park Preserve in 2009 encountered alkali milk-vetch (*Astragalus tener* var. *tener*), San Joaquin spearscale (*Atriplex joaquiniana*), and Heckard's peppergrass (*Lepidium latipes* var. *heckardii*) in addition to palmate-bracted birds-beak (*Chloropyron palmatus*) (Dean 2009). Additionally, biological and wetland resource assessments performed in 2011 documented heartscale (*Atriplex cordulata*), brittlescale (*Atriplex depressa*), and saline clover (*Trifolium hydrophilum*) occurrences in discrete areas of the property (Barnett Environmental 2011). San Joaquin spearscale was also observed in May 2022. Most of the observed special-status species occur in alkaline or saline soil types.

The remains of a dilapidated shed are located on the western portion of the property which could provide limited roosting habitat for common bat species although it is not expected to provide habitat for maternal colonies.

4: MANAGEMENT

The primary use of the Conservation Area of Woodland Regional Park Preserve is the conservation and management of habitat for palmate-bracted bird's-beak, Swainson's hawk, white-tailed kite, western pond turtle, burrowing owl, and tricolored blackbird. As such, the primary management activities on the Site are intended to protect and maintain the resource values of the property for these purposes. The Site also provides habitat for a variety of native species that utilize alkali prairie, vernal pool, grassland, valley foothill riparian, and wetland natural communities.

In addition to providing ecological value, the Woodland Regional Park Preserve has been identified by the City of Woodland as a site that will be open to the public as a regional park and house a science and nature education facility. While most of the public uses of the Site will be contained within the Park Facilities Development Envelope, and therefore are not covered within the scope of this management plan, the City envisions providing passive recreation (e.g., hiking and wildlife viewing) and environmental education (e.g., outdoor education and docent led tours) opportunities within the Conservation Area to the extent those uses do not impair the Conservation Values of the Conservation Area and comply with Title 27 CCR, Section 21190. While the Woodland Regional Park Preserve did not have any allowed public access related uses occurring on the Site at the time this Management Plan and the associated conservation easement were established, this management plan acknowledges these uses as part of the long-term use of the property.

This chapter describes required management actions and other allowed management and enhancement actions allowed within the Conservation Area portion of the Easement Area, and other portions of the Easement Area to the extent that activities are explicitly identified in the Conservation Easement. **Table 4** lists all the relevant Yolo HCP/NCCP biological goals and objectives that will be met through management and enhancements actions, describes potential management and enhancement actions associated with each objective, and indicates the sections in this management plan where the management or enhancement are described further. This chapter is organized as follows:

- Section 4.1, *General Site Activities and Management*, describes general activities allowed within the Easement Area.
- Section 4.2, *Public Access and Use*, describes management related to public uses within the Easement Area.
- Section 4.3, *Landscape-level Management Practices*, describes management and enhancement measures related to meeting the Yolo HCP/NCCP biological goals and objectives at the landscape level.
- Section 4.4, *Natural Community-specific Management Practices*, describes management and enhancement measures related to meeting the Yolo HCP/NCCP biological goals and objectives for natural communities
- Section 4.5, *Species-specific Management Practices*, describes management and enhancement measures related to meeting the Yolo HCP/NCCP biological goals and objectives for covered species.
- Section 4.6, *Avoidance and Minimization Measures*, describes measures that must be implemented on the Site to avoid and minimize take of covered species.

Table 4: Management Related Biological Goals and Objectives, Actions, Relevant Management Plan Sections

Yolo HCP/NCCP Biological Goals and Objectives	Potential Management or Enhancement Actions	Management Plan Sections
Objective L-2.1: Increase native species diversity and relative cover of native plant species, and reduce the introduction and proliferation of nonnative plant and animal species across the reserve system.	Control invasive non-native plant species that are detrimental to biodiversity and covered species habitat values in natural lands associated with cultivated lands.	Section 4.3.1, <i>Native Biodiversity</i>
Objective L-2.2: Increase the abundance of native insect pollinators that support reproduction of native plant species and long-term production of agricultural crops that support habitat for covered and other native wildlife species.	Implement measures described in Yolo HCP/NCCP Appendix G, <i>Pollinator Conservation Strategy</i> .	Section 4.3.2, <i>Pollinator Strategy</i>
Objective NC-G1.1: Protect 4,430 acres of unprotected grassland, including at least 3,000 acres in the Dunnigan Hills planning unit (PU 5).	Protect grassland from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>
Objective NC-G1.2: Maintain and enhance the functions of protected grassland in the reserve system as habitat for covered and other native species by increasing burrow availability for burrow-dependent species, and increasing prey abundance and accessibility for grassland-foraging species.	Vegetation control (primarily through grazing) and placement of enhancement features for prey (such as creating debris piles).	Section 4.4.2, <i>Grasslands</i>
Objective NC-VFR1.1: Protect, manage, and enhance 1,600 acres of unprotected valley foothill riparian distributed primarily in planning units 7 and 9.	Protect valley foothill riparian from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>
	Ensure water source supporting the valley foothill riparian is secure.	Section 4.1.7, <i>Water Management</i>
	Vegetation and grazing management.	Section 4.3.1., <i>Native Biodiversity/Vegetation Management</i>
Objective NC-VFR1.2: Restore and manage 608 acres of valley foothill riparian natural community.	Manage livestock grazing, control invasive plants, plant native species.	Section 4.4.4, <i>Valley Foothill Riparian</i>
Objective NC-AP1.1: Protect 35 acres of alkali prairie natural community on the Woodland Regional Park [Preserve] prior to any loss of this natural community as a result of covered activities (Figure 6-4, <i>Alkali Prairie Natural Community and Baseline Public and Easement Lands</i>).	Protect alkali prairie from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>

Yolo HCP/NCCP Biological Goals and Objectives	Potential Management or Enhancement Actions	Management Plan Sections
Objective NC-AP1.2: Implement management activities (primarily control of nonnative plants and human activities) within the Woodland Regional Park [Preserve] to reduce adverse effects on habitat conditions and enhance the functions of alkali prairie within the reserve system as habitat for covered and other native species, such as saltgrass.	Control of invasive plants and human activities.	Section 4.4.1, <i>Alkali Prairie</i>
Objective NC-FEW1.3: Enhance the functions of protected fresh emergent wetland as habitat for covered species (e.g., giant garter snake) and other native species.	Control invasive species, maintain water levels, control erosion, add and maintain habitat features such as basking and hibernation sites.	Section 4.4.3, <i>Fresh Emergent Wetland and Open Water</i>
Objective NC-LR1.1: Protect, manage, and enhance 600 acres of lacustrine and riverine natural community providing habitat for covered and other native species.	Control invasive species, maintain water levels, control erosion, add and maintain habitat features such as basking and hibernation sites.	Section 4.4.3, <i>Fresh Emergent Wetland and Open Water</i>
Objective PBBB1.1 Increase the 10-year running average of the size of the palmate-bracted bird's beak population on Woodland Regional Park [Preserve] by 10%, by managing and enhancing habitat.	Control of invasive species, potential seeding of palmate-bracted bird's beak if needed.	Section 4.4.1, <i>Alkali Prairie</i>
Objective WPT1.1: Within protected and restored lacustrine and protected and enhanced riverine natural communities, add logs, rocks, and/or emergent vegetation for basking sites and other western pond turtle habitat features, and meet the occupancy commitment for this species in the Yolo HCP/NCCP.	Add logs, rocks, and/or emergent vegetation for basking sites and other western pond turtle habitat features.	Section 4.4.3, <i>Fresh Emergent Wetland and Open Water</i>
Objective GGS1.2: Protect and manage 1,160 acres of upland natural communities (Objective L-1.1) to provide active season upland movement habitat and at least 2,315 acres to provide overwintering habitat for giant garter snake.	Protect upland areas from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>
Objective GGS1.3: Protect, restore, and manage the 500 acres of fresh emergent wetland natural community (Objective NC-FEW1.1), at least 420 acres of the lacustrine/riverine natural community (Objective NC-LR1.1), the restored fresh emergent wetland (Objective NC-FEW1.2), and restored lacustrine and riverine natural community (Objective NC-LR1.2) to conserve the giant garter snake. Ensure at least 80% of the aquatic habitat is perennial, and the remainder provides aquatic habitat for the giant garter snake during the active season at least through July of each summer.	Protect existing habitat from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>

Yolo HCP/NCCP Biological Goals and Objectives	Potential Management or Enhancement Actions	Management Plan Sections
Objective GGS1.5: Meet the occupancy commitment for giant garter snake in Table 6-2(c) [of the Yolo HCP/NCCP].	Maintain fresh emergent wetlands and open water habitat (which will count toward giant garter snake habitat commitment if site becomes occupied).	Section 4.4.3, <i>Fresh Emergent Wetland and Open Water</i>
Objective SH1.2: Protect and manage the 4,430 acres of grassland natural community (Objectives NC-GR1.1) to ensure that it provides Swainson's hawk foraging habitat.	Protect grassland from conversion to other land cover types (stipulated in conservation easement).	Section 4.1, <i>General Site Activities and Management</i>
Objective SH1.3: Protect and maintain at least 20 unprotected Swainson's hawk nest trees (active within the last five years at the time tree is protected) within the reserve system, consistent with the occupancy commitments for this species in Table 6-2(c) of the HCP/NCCP.	Avoid activities that would affect Swainson's hawk nest trees on the site.	Section 4.5.5, <i>Swainson's Hawk and White-tailed Kite</i>
Objective WTKI.1: Meet the occupancy commitment for white-tailed kite in Table 6-2(c) of the HCP/NCCP.	Protect nesting trees.	Section 4.1, <i>General Site Activities and Management</i> Section 4.5.5, <i>Swainson's Hawk and White-tailed Kite</i>
Objective WB01.3: Maintain a minimum of two active burrowing owl nesting sites within the preserve system, and maintain two active nesting sites in the reserve system for each nesting pair displaced by covered activities and maintain one active nesting site or single owl site in the reserve system for each non-breeding single owl displaced by covered activities.	Protect western burrowing owls burrows if they occur on the site.	Section 4.5.1, <i>Western Burrowing Owl</i>
Objective WB01.5: Implement management and enhancement practices to encourage burrowing owl occupancy on preserve lands. Management practices include maintaining appropriate vegetation height, prohibiting rodenticides, minimizing the spread of invasive weed species, and encouraging the presence of ground squirrels. Enhancement practices include the installation of artificial burrows to augment natural burrows where they are lacking, creating berms as future burrowing sites, and creation of debris piles to enhance prey populations. These actions are designed to maintain existing populations and encourage the expansion of nesting populations in the Plan Area.	See objective.	Section 4.5.1, <i>Western Burrowing Owl</i>
Objective TRBL1.4: Maintain at least 300 acres, consisting of at least 150-acre blocks, of tricolored blackbird foraging habitat in the reserve system without pesticides.		

4.1 General Site Activities and Management

4.1.1 Vehicle and Heavy Equipment Use: (Associated with Easement Section 4(c))

Use of motorized or off-road vehicles is allowed within the Conservation Area for the purposes of maintenance and monitoring of the Site and emergency vehicle access, if needed. Maintenance and monitoring activities in which off-road vehicle use is allowed within the Conservation Area include activities associated with maintaining or enhancing the Conservation Values of the Easement Area, maintenance and monitoring of the former landfill cover and associated improvements in accordance with Title 27 California Code of Regulations § 21180, and for maintenance of the existing underground water pipeline that extends from the municipal well to the southern end of the Site. Off-road vehicle use will avoid wetlands, alkali prairie, and riparian areas to the extent practical except for vehicle use is directly related to the maintenance or management of the Conservation Values of those areas. All other motorized vehicle use within the Conservation Area is prohibited.

The City will implement various measures, as deemed necessary, to prevent unauthorized off-road vehicle use. This may include, but is not limited to, the installation and ongoing maintenance of perimeter fences, signs, and strategic placement of large boulders or other physical barriers to prevent unauthorized vehicle access into the Conservation Area from the established development envelopes and perimeter of the Site. If City or Conservancy representatives observe any signs of unauthorized vehicle access within the Conservation Area they will promptly report the incident to the representative of the other entity. The City will promptly install or repair vehicle access barriers along the perimeter of the Site or boundary between the development envelopes and Conservation Area. Conservancy representatives will assess any potential impairments to the Conservation Values of the Easement Area and confer with City representatives regarding the steps to remediate the impairment. The Conservancy is allowed to construct additional fencing within the Conservation Area as either a reactive or proactive measure to further limit unauthorized access and protect sensitive natural resources.

4.1.2 Site Improvements: (Associated with Easement Section 4(d))

General: Construction, operation, or maintenance of buildings and other infrastructure, that are not in existence at the time the Conservation Easement becomes effective, are prohibited except for within the Development Envelopes or as specifically described below.

Signage: Signs are allowed on the Site as deemed appropriate to facilitate public access, use, and enjoyment of the Site in a manner that does not impair the Conservation Values of the Easement Area. Signs may be installed to provide information about which areas of the Site the public are and are not allowed, to identify amenities, and to provide information about the natural and cultural history of the Site and area at-large. The City will confer with Conservancy representatives prior to installing any signage within the Conservation Area to ensure the location and construction of signage does not impair any sensitive habitat. The Conservancy is allowed to install signs along fences and within the Conservation Area as necessary to protect the natural resources of the Conservation Area.

Trails: A concrete ADA accessible pedestrian pathway (ADA pathway), approximately 8 feet wide and 1,600 feet in length, was constructed primarily within the Conservation Area and partially within the Park Facilities Development Envelope along the western and northern edges of the constructed wetlands prior to the establishment of the Conservation Easement. No additional concrete or other impervious paving is allowed within the Conservation Area. Per the Conservation Easement, the construction of up to 3.1 miles of trails, no greater than 8 feet wide, that are mowed or constructed with decomposed granite, gravel, or other permeable material are permitted within the Conservation Area with written approval from the Conservancy, CDFW, and USFWS regarding proposed trail placement and construction to ensure the Conservation Values of the Site are maintained. The Conservancy may seasonally limit public use of trails if necessary to protect the Conservation Values of the Easement Area. Under no circumstances are trails allowed on portions of the Site containing alkali prairie and vernal pools. The City is also required to consult with the Central Valley Regional Water Quality Control Board, CalRecycle, and Yolo County LEA regarding trails and any other Site improvements and public access to seek

confirmation that any proposed actions are in compliance with Section 21190 of Title 27.

Passive Recreation Amenities: The installation of up to a total of twelve benches immediately adjacent to the existing concrete ADA pathway and/or other future approved trails for seating and wildlife viewing is allowed. The specific placement of benches along any future trails must be located away from sensitive habitat areas and approved by the Conservancy. A shade structure/pavilion with a viewing deck no greater than 800 sq. ft., along with up to three additional viewing decks, each located adjacent to the existing concrete ADA pathway along the designated use area shown in Figure 8 are allowed. One of these viewing decks is foreseen to be constructed as part of the educational facility that will be located within the Park Facilities Development Envelope along the southern edge of the constructed wetland. The locations and construction of all viewing decks must be approved by the Conservancy, CDFW, and USFWS. All other passive recreation amenities including restrooms, picnic tables, and shade structures are only allowed within the Park Facilities Development Envelope.

Antennas and electrical infrastructure: Antennas, towers, and facilities for the generation and transmission of electrical power or telecommunications are prohibited within the Conservation Area, except for those existing at the time the easement was established and those necessary to operate facilities located on the property. Solar power generation shall only be allowed in quantities commensurate with power consumption on the property and must be located either within the development envelopes except for solar power generation that is specifically to support the monitoring or management of the Conservation Area and is in an area that is less than 50 square feet and immediately adjacent to the water pump or monitoring equipment it is providing power to. The erection and maintenance of windmills, wind farms, wind generating facilities, or other facilities with exposed spinning blades are prohibited, including within the established development envelopes.

Fencing: Existing fencing may be repaired and new permanent fences may be built anywhere on the property for purposes of providing security and access control in connection with authorized or reserved uses of the property. The City is responsible for maintaining fencing along the perimeter of the property and along the perimeter of the Development Envelopes. The Conservancy is responsible for managing and maintaining all permanent and temporary fencing within the Conservation Area of the Site as needed to facilitate grazing management or other forms of resources management within the Conservation Area.

Paving and hardscaping: Paving or covering any area of the Site with asphalt, concrete, riprap, or other hardscape that did not include these materials at the time the easement was recorded is prohibited, except within the development envelopes. The use of gravel, crushed rock, or the lime treatment of soils is prohibited, except on authorized trails.

4.1.3 Drone Use:

Use of drones or unmanned aerial systems of any kind is prohibited on the property except for the purposes of conducting monitoring for scientific or management purposes with the written permission of the City and the Conservancy.

4.1.4 Agricultural Uses and Management: (Associated with Easement Section 4(e))

Vineyards, orchards, cotton, rice, perennial crops, row crops, intensive livestock use (e.g., dairy, feedlot), irrigated agriculture, and other agricultural uses are prohibited. The Conservancy, or other entity authorized in writing by the Conservancy, is allowed to seed or plant native grasses and forbs or partake in standard agricultural management practices, such as grazing, within the Conservation Area that are intended to maintain or improve natural communities or other Conservation Values.

4.1.5 Pesticides, Biocides, Herbicides, and Other Chemical Use (Associated with Easement Section 4(b))

Except for herbicides used for the specific purpose of controlling non-native weed or pest species that may threaten habitat functions and values of the Site, no chemicals will be used within the easement area without prior written permission from the Conservancy. The application of restricted use chemicals will employ best management practices and comply with applicable use restrictions and conditions identified by the U.S. Environmental Protection Agency's (U.S. EPA) Interim Measures Bulletins for Protection of Endangered Species for the use of restricted materials. Use restrictions, including use near or within wetlands and riparian areas, identified by the U.S. EPA for specific products are available through the California Department of Pesticide Regulation PRESCRIBE online database and can also be provided upon request by the Conservancy. Rodenticide use is strictly prohibited. Insecticides, biocides, and other chemicals will not be used on the Site unless specifically authorized in writing by the Conservancy, CDFW, and USFWS due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency.

4.1.6 Commercial, industrial, residential, or other institutional uses: (Associated with Easement Section 4(f))

Commercial, industrial, residential, or other institutional uses are prohibited except within the Development Envelopes and institutional uses associated with environmental education

4.1.7 Dumping and Waste: (Associated with Easement Section 4(g))

The dumping or accumulation of any kind of refuse or hazardous waste that can degrade and damage the Site resources is prohibited. The City will address this issue by conducting periodic inspections, trash removal, and taking measures as needed to discourage and prevent unauthorized access and dumping. The Conservancy will promptly alert the City if any dumping or trash of any kind is observed with the Conservation Area during any monitoring conducted within the Conservation Area.

4.1.8 Filling, Excavating, and Mining: (Associated with Easement Section 4(i))

Mining is prohibited as set forth in the Conservation Easement. The filling or dumping of soil or other material on the surface of the Easement Area is only allowed in connection with required maintenance of the cap over the former landfill in accordance with Title 27 California Code of Regulations § 21180 or the depositing of soil or other material specifically for the purpose of enhancing the Conservation Values of the Site. For example, the construction of soil mounds with artificial burrows for burrowing owls is allowed.

4.1.9 Tree Removal or Cutting: (Associated with Easement Section 4(j))

The removal or cutting of trees within the Easement Area, including the development envelopes, is prohibited except as reasonably necessary and/or prudent for: (1) fire breaks, (2) prevention or treatment of disease, or (3) removal of vegetation and debris which pose a health and safety hazard. The cutting or removal of trees identified in (1) and (2), above, shall not occur during the Swainson's hawk nesting season (February 1 through October 1 of each calendar year, unless Conservancy representatives advise the City in writing that a different nesting season will apply based on published California Department of Fish and Wildlife guidance regarding changed nesting practices) or the tree has been determined by a professional arborist as an eminent threat to public safety. No standing tree shall be removed until Conservancy representatives verify at the Landowner's request that the tree is not an active Swainson's hawk nest tree.

4.1.10 Water Management: (Associated with Easement Section 4(k))

The existing groundwater well in the northern portion of the Site provides offsite municipal water for the City of Woodland. This well and its associated infrastructure (pipelines, utility line, access road, etc.) are primarily located

within the Municipal Well Site Development Envelope, except for an existing underground pipeline that extends from the municipal well towards the Park Facilities Development Envelope Area within the southern portion of the Site (See Figure 3). It is understood that the City may need temporarily disturb the ground within the Conservation Area where the water pipeline is located in order to conduct repairs or maintenance. If this temporary impact to the Conservation Area is deemed necessary, the City will notify the Conservancy and will coordinate with the Conservancy to ensure that activities are conducted in a manner that minimizes impacts to the Conservation Values of the Conservation Area and that disturbed areas are restored to, or better than, their pre-disturbance habitat condition. The City is responsible for all maintenance and monitoring of this municipal groundwater well and the associated infrastructure.

The new irrigation well installed in June of 2021 within the Park Facilities Development Envelope in the southern portion of the Site provides a dedicated water supply to maintain the wetland restoration project area. This dedicated water supply system is critical to managing late-summer water levels for aquatic and wetland habitat and will be used to help ensure aquatic habitat is available even during periods of drought. Probes have been installed in this well so that the desired seasonal water level in the wetlands may be maintained automatically. The well and pump are sized to provide up to 1,000 gallons per minute, an adequate rate for management needs. The City will be responsible for maintaining and ensuring that the irrigation well and pump equipment is properly functioning. The Conservancy and Tuleyome shall advise on water level management and coordinate with the City to activate pumps accordingly. The Conservancy will be responsible for determining when to drain the wetland for vegetation management and to conduct the vegetation management efforts within the wetland. The Conservancy will oversee management and maintenance of the wetlands with the primary purpose of protecting habitat for Yolo HCP/NCCP covered species. The Conservancy may also direct the maintenance and management of the wetlands to support other species, including Sacramento perch, to the extent that those activities do not impair habitat for the covered species that utilize the Easement Area; however, the Conservancy is not permitted to utilize HCP/NCCP funds for management or habitat enhancement actions for species that are not covered by the Yolo HCP/NCCP. The Conservancy will coordinate with the City, CDFW, and USFWS to identify and secure funding for any mutually agreed upon habitat management or enhancement activities intended for Sacramento perch or other species not covered by the Yolo HCP/NCCP. The City, or its designee, is responsible for maintaining the channel that delivers water from the irrigation well to the constructed wetlands so that erosion of the channel is minimized and to maintain the flow of water from the well to the wetlands area. Grass and sedge seedlings were spread in this area shortly after the well and channel were constructed, but due to high winds, initial efforts to establish grasses and sedges in the area were unsuccessful. In late 2021-early 2022, large and medium size rocks were added to the areas showing signs of erosion near the pump and along the channel.

In addition to the dedicated water supply, the Site has a permanent lift pump and drainage pipeline to aid in water and habitat management. A buried pipeline has been installed at the west end of the pond to discharge water into the municipal drainage canal along Mavis Henson Road (County Road 25A). The discharge pipeline has two functions. First and foremost, it is used to lower the pond level at prescribed times of the year (normally in spring) and to drain the entire pond if deemed necessary for management purposes (vegetation management, invasive aquatic species management, etc.). It also serves as a flood bypass pipeline to help prevent the pond from overflowing during heavy rains to protect the concrete walking path and other park facilities infrastructure. This system allows Site managers to continually adjust water surface elevations to optimize aquatic and wetland habitat across seasons and provides for the ability to fully drain the pond. While only anticipated to occur approximately once every five years, the ability to drain the pond on-demand is critical for the management of aquatic invasive species and predatory fish that may be involuntarily introduced to the pond. This also provides the capacity to lower water elevations during high-precipitation events that would otherwise inundate valuable seasonal wetland habitats during nesting seasons. Over time, accumulated organic material within the constructed wetlands may need to be removed in order to maintain the overall function of the wetland area. The Conservancy will coordinate with, and obtain written permission from, CDFW and USFWS prior to draining, grading, or removing any materials from the constructed wetlands.

It is envisioned that a new water line for domestic and fire can be run from Road 102 within the Park Facilities Development Envelope along Mavis Henson Road (Road 25A), although the existing pipeline from the municipal

well located in the northern portion of the Site may also be used as a water source. For sewer needs, it is envisioned to have a pump station with a small force main connecting to the Spring Lake Subdivision and into an existing sewer manhole. Design details for both will be determined at a later time.

4.2 Public Access and Use

The City intends to utilize the Site as a regional park. While most of the public facilities and active public uses of the Site will be within the Park Facilities Development Envelope, the City envisions having some public access within the Conservation Area for educational, passive recreation, and active recreation uses. Controlled public access and use of the Site are allowed on trails and designated use areas shown in Figure 8 as described below to the extent those uses do not impair the Conservation Values of the Site. Prior to allowing any public uses on the Site, the City is also required to consult with the Central Valley Regional Water Quality Control Board, CalRecycle, and Yolo County LEA regarding any improvements and public access on the Site to seek confirmation that any proposed actions are in compliance with CCR 27, Section 21190. Prior to obtaining confirmation from the Central Valley Regional Water Quality Control Board, CalRecycle, and Yolo County LEA of any allowed public access and use within the Conservation Area beyond the existing ADA pathway, the City has committed to install signage both at the entry kiosk and along the ADA pedestrian pathway to educate the public of the prior landfill use and clearly indicate access beyond designated paths and trails is prohibited.

The City is responsible for maintaining all infrastructure (trails, designated gathering areas, and perimeter fences) to aid in facilitating appropriate public use and restricting unauthorized use of the Conservation Area. The Conservancy has the authority to limit or revoke any of the allowed uses within the Conservation Area described below if determined that the use impairs, or threatens to impair, the Conservation Values of the Site. Prior to revoking any of the allowed uses described below, the Conservancy will coordinate with City representatives to determine if there are suitable modifications that can be made to the activity or the specific location or timing of the activity before completely revoking a use described below.

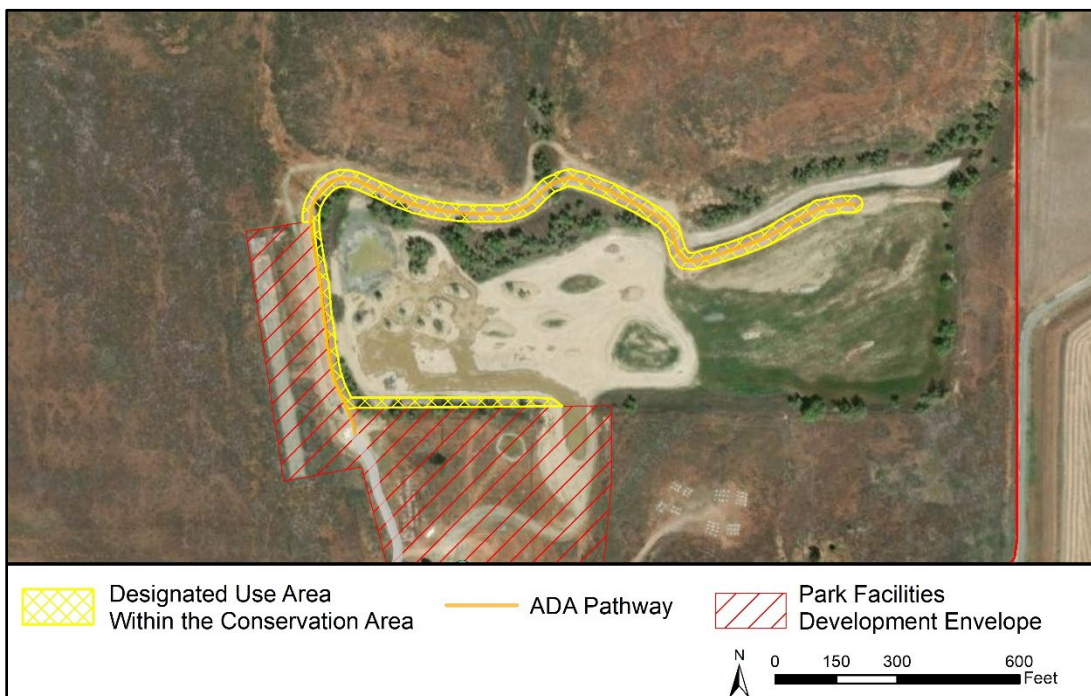


Figure 8: Designated use area and existing ADA pathway within the Conservation Area.

4.2.1 Public Access

Public access on designated trails within the Conservation Area is allowed for passive recreation and education uses, as described below. Public use of the open space areas of the Conservation Area beyond formally established trails are limited to educational uses described in Section 4.2.2. The City is the primary entity responsible for managing public access and activities on the property. The Conservancy may require temporary limitations on access to segments of the trail system, or the Conservation Area at-large, if deemed necessary to protect the Conservation Values of the Conservation Area. For example, if an active nest site is located immediately adjacent to a trail, that portion of the trail may be temporarily closed during the nesting season. The only public access entry point(s) to the Conservation Area will be from the Park Facilities Development Envelope. The City shall install signage informing the public of the sensitive habitat on the Site, the need to stay on designated trails, and general Site rules at all public access points. The Conservancy is allowed to implement measures such as fencing and signage around the alkali prairie areas and other sensitive habitat areas, as deemed necessary, to protect these areas from damage or interference from the public.

4.2.2 Educational Uses

Docent-led tours and educational classes that stay within established trails and designated use areas shown in Figure 8 are allowed with written permission from the City. Docent-led tours and educational classes that access portions of the Conservation Area that are outside of the established trails and designated use areas are with written permission from both the City and the Conservancy. The Yolo Habitat Conservancy may require that the City or any other organization limit the number of participants or locations that may be accessed, as deemed reasonable, to protect sensitive species habitat, particularly during the active nesting season of any covered species. The Conservancy must be notified in writing and provide approval for any studies (scientific research, citizen science, etc.) within the Conservation Area that involve any plant or animal collection, ground disturbance, or may otherwise have the potential to impair the Conservation Values of the Site.

Use of boats or other non-motorized watercraft within the wetland area is allowed only for activities which have specifically been authorized in writing by the Conservancy in conjunction with docent-led educational programs, habitat management, or monitoring activities. Boat use within the wetlands area during the tricolored blackbird nesting season, March 1 through July 1, is limited to Yolo HCP/NCCP monitoring activities and other scientific studies authorized in writing by the Conservancy.

4.2.3 Recreational Uses

Due to the use of the Site as a preserve for Swainson's hawk, white-tailed kite, burrowing owl, western pond turtle, tricolored blackbird, and other wildlife species, the public uses in the Conservation Area shall be limited to compatible recreational uses, such as walking and jogging along trails, wildlife viewing, and/or organized events (bird watching, star gazing, painting, photography) hosted by the City or parties authorized by the City on established trails and in designated use areas shown in Figure 8. The designated use areas may be modified as an amendment to this Management Plan (i.e., updating Figure 8 and associated written descriptions) according to the process described in Section 6.1 if/when additional trail locations or public use features (benches, decks, pavilions) are identified; however, no recreational uses or designated use areas are allowed within the portions of the Site containing alkali prairie, vernal pools, or wetlands. Recreational use of off-highway vehicles, drones, and hunting are prohibited anywhere on the property. No dogs, horses, or other domesticated animals are allowed within the Conservation Area, except for service animals, grazing livestock, and livestock guard dogs used specifically for vegetation management conducted by or under the supervision of the Conservancy. Bicycles and scooters are prohibited within the Conservation Area but are allowed within the Park Facilities Development Envelope. Overnight recreational uses, including camping, is prohibited within the Conservation Area although the City, at their sole discretion, may allow camping within the Park Facilities Development envelope.

4.2.4 Hunting

All forms of hunting, fishing, poaching, killing, capturing, collecting, or otherwise harming or harassing wildlife on the Site are prohibited except when conducted with written permission from the City and Conservancy and with appropriate permits, if needed, as part of scientific research or non-native predator control.

4.3 Landscape-level Management Practices

4.3.1 Native Biodiversity/Vegetation Management

The Conservancy will be responsible for maintaining vegetation within the Conservation Area that maximizes foraging opportunities for Swainson's hawks, white-tailed kites, and other raptor species, reduces invasive plant species that outcompete native alkali prairie species, and if needed, reduces pond vegetation. The Conservancy, or its designee, will work with any grazing tenant to make sure that land is not undergrazed (excess amount of plant biomass present) or overgrazed (too much plant biomass being removed to sustain adequate vegetative cover).

Other methods to reduce invasive plant species and promote native species many include controlled burns, mowing, weed whipping or hand removal in small focus areas, and spot-application of herbicides. The primary focus of these practices will be to reduce competitive non-native plants, promote native species, and avoid impacts to existing habitat and covered species. Vegetation control practices may utilize information developed by the Center for Natural Lands Management (CNLM) from their experimental management techniques on the adjacent Alkali Grassland Preserve or other sources with the written approval of CDFW and USFWS.

The May, 2022 vegetation survey identified five invasive plant species: yellow starthistle (*Centaurea solstitialis*); perennial pepperweed (*Lepidium latifolium*); milk thistle (*Silybum marianum*); Russian knapweed (*Rhaponticum repens*); and Himalayan blackberry (*Rubus armeniacus*). Yellow starthistle is present on the higher elevations around the riparian area, and throughout the annual grasslands and degraded alkali prairie; generally, patch density is low. Perennial pepperweed is the most ubiquitous invasive plant species. Patches vary from very dense to sparse. It has invaded much of the riparian area and islands. Milk thistle patches range from dense to moderate and occur primarily in the grasslands on the eastern half of the property. One dense patch of Russian knapweed was observed in the annual grasslands in the northwestern section of the property. One small patch of Himalayan blackberry was observed on the northwestern edge of the riparian area.

4.3.2 Pollinators

Herbicide applications in grasslands can be useful in controlling invasive species, but should be planned and carefully managed to avoid negative effects on native pollinators and other species. Targeted spraying should be used instead of broadcast spraying whenever possible, to avoid affecting pollinator species. Areas that are in bloom or have high densities of native pollinators should be avoided, or sprayed at times when the pollinators are not active, such as late fall, winter, and early spring. Timing applications to minimize spray drift is also important, and includes spraying on calm days with low temperatures.

Only a portion of the Site should be burned, mowed, grazed, or hayed at any one time in order to protect pollinators (Black et al. 2008). This will allow for recolonization of the disturbed area from nearby undisturbed refugia, an important factor in the recovery of pollinator populations after disturbance (Hartley et al. 2007).

In order to maximize foraging and egg-laying opportunities, maintenance activities should be avoided while plants are in flower (Smallidge & Leopold 1997). Mowing is an effective tool at limiting succession of shrubs and trees in grasslands (Forrester et al. 2005) and can be used in areas where other management options such as grazing or prescribed burning are impractical. With careful attention to timing and scale, mowing can be a successful

management tool for insuring the long-term stability of pollinator populations and the plants and animals that depend on them. Mowing should not be conducted while flowers are in bloom, to avoid affecting pollinators both through direct mortality from the mower, and through the loss of their food source. Ideally, mowing should be done in the fall and winter to reduce effects on pollinators (Munguira & Thomas 1992). If mowing during spring and summer is necessary to control target weed species, mowing some patches and leaving others is the best method to reduce impacts on pollinators.

Grazing management should be adjusted as needed to maintain the majority of floral resources in an area throughout the seasons. Grazing should be limited to times of low or no pollinator activity. Moderate levels of rotational grazing minimize negative impacts on pollinators and other native species.

4.4 Natural Community-specific Management Practices

4.4.1 Alkali Prairie

Management within the alkali prairie areas of the Conservation Area will focus specifically on controlling Italian ryegrass and other invasive species that outcompete palmate-bracted bird's beak and other special status native plant species on the Site. Management and enhancement activities will have the specific goal of improving habitat for palmate-bracted bird's-beak and increasing the population of this species by at least 10 percent over a 10 year running average. Section 5.3.1 describes the methods for annual monitoring of palmate-bracted bird's beak to determine whether the minimum 10 percent increase has been achieved.. The Conservancy will refer to the best available information gathered from the studies conducted by CNLM on the adjacent Maupin Reserve, as well as other available scientific information, when determining management approaches for Woodland Regional Park Preserve.

The following activities may be implemented to control invasive plants in this natural community type.

- **Grazing.** Grazing has been shown to be an effective method for controlling Italian ryegrass and enhancing habitat for palmate-bracted bird's beak (CNLM 2014). Livestock grazing should be conducted during the spring, after conditions have dried from the wettest part of the winter, to avoid creation of deep hoof prints in the alkali prairie habitat. Grazing during wet periods, however, may be utilized as needed to control excessive thatch. Additionally, livestock should be provided with alternative water sources to prevent them from concentrating in wetland areas. Areas with sensitive native vegetation should be fenced off from livestock during periods when the presence of livestock may present more harm than benefit to the species. In these circumstances, other management approaches should be considered to ensure that palmate-bracted bird's beak and other rare plant species are not adversely affected.
- **Mowing.** CNLM has used experimental mowing plots to successfully enhance palmate-bracted bird's beak populations on the adjacent Maupin Reserve (CNLM 2014). The Conservancy may employ mowing to manage the palmate-bracted bird's beak population on Woodland Regional Park Preserve.
- **Targeted herbicide application.** CNLM has used targeted herbicide application to control invasive non-native broadleaf plant species on the adjacent Alkali Grasslands Preserve (CNLM 2014). The Conservancy may employ similar techniques on the Woodland Regional Park Preserve, provided measures are implemented to avoid adverse effects on natural communities and covered species. Herbicide application should primarily target problematic infestations of broadleaf invasive plants such as perennial pepperweed (*Lepidium latifolium*), yellow star thistle (*Centaurea solstitialis*), bull thistle (*Cirsium vulgare*), Italian thistle (*Cardus pycnocephalus*), milk thistle (*Silybum marianum*), Russian knapweed (*Acroptilon repens*), and black mustard (*Brassica nigra*). A wick applicator should be used in areas with special status native plant species, to avoid contact with these species, and a backpack sprayer may be used in other areas that are not in the vicinity of elderberry shrubs or covered species.

The management strategy for the alkali prairie natural community may also include hydrologic modifications and other enhancement identified during the monitoring and adaptive management process. Research into the current

best available methods should be conducted prior to implementing a specific management approach to help ensure that the existing alkali prairie natural community and palmate-bracted bird's beak population are not adversely affected.

4.4.2 Grasslands

The Conservancy will manage the protected grassland natural community to maintain and enhance functions for white-tailed kite, Swainson's hawk, western burrowing owl, and tricolored blackbird, and to benefit native species diversity and general ecosystem function.

A key goal of management of grassland will be to increase the availability of fossorial rodents, especially ground squirrels, to provide prey for covered raptors. Appropriate management actions to this end include the following:

- The prohibition of rodenticides on the Site;
- Creating debris piles to provide habitat for small mammals and birds;
- Managing grazing to improve the abundance of fossorial mammals;
- Use of fire, managed grazing, or other vegetation management techniques to influence vegetation structure or composition, reduce thatch accumulations, or increase the absolute cover and diversity of native plant species and to control undesirable nonnative plant species;
- Installation of fencing, water sources, or other livestock management improvements to improve control of livestock in key habitat areas and effects of livestock grazing across the landscape;
- Installing artificial nesting burrows for western burrowing owl to facilitate use of areas where burrows are scarce but otherwise provide, or could provide with management, suitable nesting locations;
- Localized application of herbicides to remove heavy infestations of nonnative plants; and
- Reseeding of native plant species.

4.4.3 Fresh Emergent Wetlands and Open Water

The fresh emergent wetland natural community and the lacustrine and riverine natural community are addressed together in this section, because these natural communities co-occur and their management and enhancement needs are similar. The Conservancy will manage fresh emergent wetlands and lacustrine (open water) areas on the Site to maintain and enhance wetland function and hydrogeomorphic processes through site-specific management practices.

Management practices may include the following:

- Controlling nonnative plant species and restoring native plant species;
- Increasing relative cover of native vegetation;
- Increasing logs and rocks as basking sites for western pond turtle;
- Managing livestock grazing to maintain favorable habitat conditions for covered species;
- Managing water sources supporting wetlands;
- Erosion control;
- Maintaining sufficient water levels and water quality throughout the year to support emergent vegetation, aquatic food webs, and diverse aquatic habitat structure;
- Maintaining and improving pond water control structures and water supplies; and

- Increasing or decreasing ponding (duration and frequency) to improve wetland functions and to control nonnative invasive species.

Vegetation Management

Vegetation management is a critical component of optimizing the habitat function of ponds for covered species. Vegetation management will involve several techniques, often used in concert, to achieve the species composition and habitat structure necessary to benefit covered and other native species.

Management for covered species in and around ponds can involve increasing or decreasing vegetation, as follows.

- Planting of tall emergent vegetation such as bulrushes in ponds that lack vegetation can improve breeding habitat and cover for western pond turtle and giant garter snake. Further, tall emergent vegetation, such as bulrushes, can provide roost and nest sites for tricolored blackbirds where the ponds are located near foraging habitat. The restoration plan assumes that emergent vegetation will naturally become established on the Site but if it does not, the Conservancy may actively plant these areas.
- In the event that emergent vegetation becomes more prevalent in the pond than expected, vegetation may have to be removed where little open water remains, to improve conditions for western pond turtle or giant garter snake. Vegetation removal can be accomplished through grazing, selective herbicide application using label-approved application techniques and in calm winds, or mechanical means.

Prescribed burns may be used to control nonnative vegetation around and within the pond. To prevent impacts on giant garter snake, prescribed burns will occur during timeframes where giant garter snake are (1) underground and insulated (requires burning during winter [December through February]), and/or (2) fully active above ground or in water (May 1 through October 1, avoiding the transitional periods when giant garter snake are on the surface basking but are not at optimal active temperatures [spring and fall]), capable of escaping the brief burst of heat without injury.

Mechanical removal of vegetation will occur after the breeding season for wetland- and pond-dependent wildlife, including nesting migratory birds, to minimize impacts.

In cases where covered species are dependent on nonnative vegetation (e.g., tricolored blackbirds nesting in Himalayan blackberry) the removal of nonnative vegetation will be undertaken in phases over a three to four-year period and replaced with the appropriate native vegetation.

Livestock grazing may be introduced to eliminate or reduce cover of exotic plants and to maintain the pond by preventing excessive plant growth when such a technique is consistent with maintaining values for covered species. Grazing rotation and fencing can also reduce the erosive impacts described above.

Overgrazing by cattle can cause trampling of vegetation, soil compaction, development of “cow contours,” and bank destabilization. Fencing ponds and wetlands has been shown to be a rapid, successful, and cost-effective method of enhancing some wetlands. Fencing wetlands may not be appropriate in locations where retaining open water is necessary for western pond turtle. Fencing may just include the area where emergent vegetation is needed.

Water and Other Management

To retain the habitat quality of the pond over time, occasional sediment removal may be needed to address the buildup of sediment that results from adjacent land use or upstream factors. Dredging will be conducted during the non-breeding periods of covered and other native species.

4.4.4 Valley Foothill Riparian

The Conservancy will manage the valley foothill riparian natural community to maintain this natural community and habitat functions for western pond turtle, Swainson’s hawk, and white-tailed kite. Appropriate management

actions include the following:

- Managing livestock grazing to maintain favorable habitat conditions for covered species,
- Controlling nonnative predators and invasive plant species, and
- Planting native species to improve habitat structure and species composition.

4.5 Species-specific Management Practices

Management of the covered species will be dependent primarily on the actions described in Section 4.2, *Landscape-level Actions* and Section 4.3, *Natural Community-level Actions*. Additional species-specific actions are described below.

4.5.1 Western Burrowing Owl

The following management and enhancement actions will be applied for burrowing owls.

- Maintain Suitable Vegetation Conditions. If occupied burrowing owl burrows are found on the Site, grass height will be maintained consistently at <6 inches in height. This can be accomplished through mowing or grazing.
- Control Invasive Weed Infestations. Treat as needed to minimize infestations of invasive weeds.
- Burrow Management: Maintain appropriate grassland vegetation around nesting burrows, if found onsite. Key to continued occupancy is the maintenance of grassland vegetation within an acre around the burrow. Grassland vegetation height will be maintained at less than 6 inches in height within this area.
- Install Artificial Nest Boxes. Where ground squirrel burrows or other potential nesting opportunities are lacking, artificial burrows may be installed. Two potential locations are identified in Figure 3. Conduct vegetation management as described above around any artificial burrow installations.
- Create Debris Piles. Piles of soil may be installed, combined with rocks and planted with grass or shrubs. These facilitate use by burrowing owl prey, particularly small reptiles and rodents and can provide additional nesting and perching opportunities.

4.5.2 Other Covered Species

Management and enhancement actions for other covered species are addressed through the management practices described in Section 4.4, *Natural Community-specific Management Practices*. For example, management practices for western pond turtle are addressed in Section 4.4.3, *Fresh Emergent Wetlands and Open Water*. Similarly, management practices for palmate-bracted bird's beak are addressed in Section 4.4.1, *Alkali Prairie*.

4.6 Avoidance and Minimization Measures

Section 4.3.5 of the Yolo HCP/NCCP describes the avoidance and minimization measures necessary to avoid unnecessary take of covered species within the reserve system. Measures applicable to the Woodland Regional Park Preserve are described below.

4.6.1 Valley Elderberry Longhorn Beetle

The Yolo HCP/NCCP stipulates that on reserve lands whose primary conservation values include valley elderberry longhorn beetle conservation, activities that would potentially result in take of valley elderberry longhorn beetle will not occur within a 100-foot buffer around elderberry shrubs, thereby avoiding take. Valley elderberry

longhorn beetle conservation is not a primary conservation value for the Woodland Regional Park Preserve, and no sign of Valley elderberry longhorn beetle was observed in the elderberry shrubs during the 2021 baseline surveys, therefore take avoidance is not necessary for this species on the Site. However, since this is a natural lands easement (rather than a “working lands” conservation easement on agricultural lands), the Yolo Habitat Conservancy and City of Woodland will avoid activities within 100 feet of elderberry shrubs when practicable.

4.6.2 Western Pond Turtle

To minimize the take of western pond turtle, the City of Woodland and Yolo Habitat Conservancy will limit any needed maintenance of conveyance structures located within western pond turtle habitat to clearing one side along at least 80% of the linear distance of the channels during each maintenance year (e.g., the left bank of a canal is maintained in the first year and the right bank in the second year), and place removed material at least 200 feet from permanent aquatic habitat. For portions of channels that do not have previously used spoil disposal sites and the area has been checked by a qualified biologist to confirm that western pond turtles are not in harm's way, removed materials may be placed along channels in areas that are at least 200 feet from permanent aquatic habitat and where materials will not re-enter the channel because of stormwater run-off. In the event that a western pond turtle needs to be moved out of harm's way to avoid injuring or killing individuals, a qualified biologist will relocate the western pond turtle to nearby habitat.

4.6.3 Swainson's Hawk and White-tailed Kite

The removal or cutting of trees on the Site is prohibited except as reasonably necessary and/or prudent for (1) fire breaks, (2) prevention or treatment of disease; or (3) removing vegetation and debris which poses a health and safety hazard or a threat to standard agricultural operations including, but not limited to, downed trees or limbs. In cases where the cutting or removal of a tree is deemed necessary due to one of the reasons mentioned above, the removal of the tree shall not occur during the Swainson's hawk or white-tailed kite nesting season (February 1 through October 1) to avoid disturbance during the breeding season. No standing tree shall be removed until it has been verified that the tree is not an active Swainson's hawk or white-tailed kite nest tree.

5: MONITORING AND ADAPTIVE MANAGEMENT

It is in the interest of both the City and the Conservancy to actively monitor conditions of the Site for the preservation of the Conservation Values of the Site, the protection of the landfill cap, and public health and safety. The City will primarily monitor the Site to ensure the conditions of the landfill caps are maintained and for the purpose of managing and maintaining facilities for public access in a manner that does not disturb the landfill caps or the Site's Conservation Values. The Conservancy will primarily monitor the habitat conditions and species populations within the Easement Area. While each entity has their own specific roles, both entities will make an effort to monitor the Woodland Regional Park Preserve, inform one another about any observed issues, and promptly address issues when they arise.

5.1 Landfill Post Closure Monitoring

The City is responsible for the ongoing maintenance and monitoring of the prior landfill in line with Title 27 California code of regulations: section 21190 (post closure land use) & section 21180 (post closure maintenance and Site security). Quarterly inspections of the landfill cap are carried out by Yolo County Environmental Health, the City's Local Enforcement Agency (LEA). During these inspections, the LEA meets with City staff on the Site to address any health and safety concerns, and discuss possible remediation actions. Following this on-site meeting, the LEA submits a written report of the visit to the City, outlining any detected concerns along with their projected remediation deadlines. The City is held responsible for addressing these concerns in order to stay within compliance.

The following non-exhaustive list outlines examples of maintenance and monitoring responsibilities of the City:

- Securing the perimeter of the property;
- Securing the perimeter of the landfill mound (i.e. maintain public away from landfill mound via perimeter fencing);
- Ensuring the landfill mound is mowed to facilitate landfill cap inspections;
- Ensuring the landfill mound is properly sealed (i.e. use of, for example, topsoil to seal the cap / erosion control);
- Ensuring drainage and erosion control measures are in place to prevent waste exposure; and
- Ensuring periodic methane monitoring of any structures built on the landfill mound.
- Destruction of former ground water monitoring wells

In response to remediation concerns outlined during an LEA inspection in 2021, the City submitted a grant to CalRecycle in September 2021 and was awarded funding to address many of these items including; replacement of perimeter fencing along the eastern boundary of the Park and weed abatement/erosion control practices to protect the cap layer. Furthermore, the City has received a landfill closure letter from the State. In the event that the State requires the City to remediate all, or a portion of the former landfill, the City will consult with the Conservancy on timing and methods to reduce the impact on concerned species.

5.2 Annual Compliance Monitoring

As required by the Yolo HCP/NCCP, sites that are part of the reserve system will be visited annually, at a minimum, by the Conservancy or their assigned representative to ensure compliance with the terms of the Conservation Easement and this Management Plan. During site visits, the Conservancy will additionally monitor and assess whether any public uses or other allowed uses of the Site are causing a negative impact to the natural communities and covered species within the Easement Area. The Conservancy will provide the City with the findings of their monitoring efforts and will meet to discuss any recommended or required actions in response to monitoring

observations. Access to the Woodland Regional Park Preserve for the purposes of site management and monitoring is achieved by driving to the southwest corner of the property and parking in the parking area located within the Park Facilities Development Envelope or immediately outside of the property. The Conservation Easement describes the limitations on access for these purposes.

Noncompliance with either of the Conservation Easement and/or Management Plan provisions will be addressed in accordance with the provisions of the applicable Conservation Easement.

5.3 Status and Trends Monitoring

5.3.1 Palmate-bracted Bird's Beak

Botanists will carry out annual surveys for this species on the reserve by walking parallel transects spaced five to 10 meters (16 to 33 feet) apart throughout the entire area of suitable habitat. If more than one botanist conducts the survey, it will include at least one member who has observed palmate-bracted bird's-beak growing in its natural habitat, who will train the other botanists to recognize palmate-bracted bird's-beak by observing the species in the portion of the reserve where it has been previously documented and mapped. The botanist will conduct the survey during the blooming period, when the plants are most evident and identifiable. The botanist(s) will record additional observations during the survey including the size and vigor of the plants, the presence of pollinators visiting the plants, and a list of all associated plant species, particularly palmate-bracted bird's-beak host plants. The botanist(s) will map all locations of palmate-bracted bird's-beak plants found during the survey using GPS data recorders, and enter the data into a GIS database.

The botanist(s) will document the results of the survey in a report that describes the survey methods, the area surveyed, dates of the survey, the observability and phenology of the species at that time, and the abundance and distribution of the species. The report will also discuss factors that may have affected the growth and vigor of the plants, including but not limited to the seasonal rainfall totals, disturbances, and the presence of invasive plants. The report will include a map showing the locations of the plants. The botanist(s) will perform the monitoring annually. The monitoring reports will also incorporate relevant information regarding monitoring and research activities managed by CNLM on adjacent lands, as such information becomes available.

The baseline will be the 10-year running average from 2015 through 2025. The objective will have been met if the population increases by at least 10% based on a 10-year running average after 2025. In addition to monitoring the populations, the Conservancy will identify stressors on the population and adaptively manage the reserve to reduce these stressors.

If the Conservancy does not meet the objective of a 10% increase in the 10-year running average population size of the palmate-bracted bird's-beak population as described above, from 2025 to 2035, the Conservancy will coordinate with the wildlife agencies to develop adaptive management that will be incorporated to meet the objective, including protocols for palmate-bracted bird's-beak propagation and seeding in the appropriate habitat on the site. The Conservancy will maintain these seeded locations with supplemental water, weeding, and other management techniques to maximize the chances of successful establishment and natural reproduction.

5.4 Other Yolo HCP/NCCP Related Monitoring

The Landowner is required to allow reasonable access to the Easement Area by the Conservancy, or their assigned representative, for the purposes of assessing the status of covered and other native species, natural communities, and ecosystem processes on the Site as a part of the overall Yolo HCP/NCCP monitoring program. This monitoring may include monitoring use of the Easement Area by covered species as well as monitoring of habitat quality including vegetation height and presence of invasive weed species. It may also include monitoring necessary to measure the effectiveness of management activities in achieving the habitat and/or species conservation goals of the Site's Management Plan and Conservation Easement or the overarching conservation goals of the Yolo HCP/NCCP. For example, as part of the monitoring requirements of the Yolo HCP/NCCP, the Yolo Habitat

Conservancy will periodically conduct nest surveys to identify the number and occupancy status of Swainson's hawk and white-tailed kite nests throughout the Yolo HCP/NCCP Plan Area. The Conservation Easement describes the notification requirements and access limitations for these purposes.

Types of monitoring that are anticipated within the Easement Area include, but are not limited to:

- Monitor and assess invasive nonnative plant populations.
- Monitor and assess any impacts that public use of the site have on the natural communities and covered species.
- Monitor and assess access by feral and domestic mammals and predatory wildlife and fish species and their impacts on covered species and their habitats.
- Monitor ground squirrels and/or populations of other small mammals to determine the abundance of prey and burrows and determine if ground squirrel burrows are being used by burrowing owls.⁴ This monitoring will involve noting visible signs of use by small mammals rather than active monitoring such as trapping surveys.
- Monitor the constructed wetlands to evaluate if habitat management approaches increase hydrogeomorphic and ecologic functions, improve habitat value, and enhances the habitats' ability to support new populations of covered species including western pond turtle, tricolored blackbird, and giant garter snake⁵.
- Monitor the distribution and relative abundance of riparian vegetation and targeted nonnative, invasive plant species, including threats to ecosystem processes, covered species, and biodiversity.
- Annual palmate-bracted bird's-beak population monitoring as described in Yolo HCP/NCCP Section 6.5.6.3.1.
- Monitor Swainson's hawk and white-tailed kite nest sites every 5 years as part of Yolo HCP/NCCP Plan-wide species population monitoring.

5.5 Actions Based on Monitoring

Results of monitoring will be used to ensure compliance with the Management Plan and to make recommendations with regard to:

- Site-specific or more widespread Yolo HCP/NCCP reserve system problems that need near-term or long-term attention (e.g., invasive species removal, fence repair, trespassing issues, impacts of public use, etc.);
- Habitat enhancement measures;
- Changes in the site-specific management plan and/or Yolo HCP/NCCP conservation strategy implementation;

⁴ Due to the past use of this Site as a landfill, the Conservancy will report any observed burrows located within the landfill cells to the City of Woodland so that they can assess whether the burrows pose a potential issue regarding compliance with CCR 27 Section 21190.

⁵ The Conservancy is currently not planning to count enrollment of the Easement Area toward the giant garter snake habitat commitments in the Yolo HCP/NCCP because the Site is not within a designated Yolo HCP/NCCP giant garter snake habitat unit; however, if the species is found on the Site in the future the Conservancy will notify CDFW and USFWS staff and may request their approval to modify the boundary for the West of Yolo Bypass Habitat Unit so that the Site can count toward the giant garter snake habitat commitments. If this occurs, the Conservancy will monitor the site as described in Section 6.5.6.3.5 of the Yolo HCP/NCCP.

- Changes to the Yolo HCP/NCCP monitoring or management program.

Noncompliance with the Conservation Easement and/or Management Plan provisions will be addressed in accordance with the provisions of the Conservation Easement.

6: AMENDMENTS, TRANSFERS, AND NOTICES

6.1 Amendments to Management

It is recognized that future unforeseen circumstances may arise that warrant the review and modification of the terms of the Management Plan to achieve the management goals. Any of the participating parties may request a modification to this Management Plan as long as the requested change meets or exceeds the existing ability of Management Plan activities to meet the management objectives and preserves the habitat and conservation values of the property. Any changes to the terms outlined in this Management Plan will require agreement of the Landowner and the Conservancy. Parties that have been identified as third-party entities in the Conservation Easement shall also be provided with notification and an opportunity to review and provide comments on any proposed amendments.

All proposed amendments shall be formalized in writing with the agreement of all parties as an update to this Management Plan. All modifications must be consistent with the requirements of the Yolo HCP/NCCP and the terms of the Conservation Easement.

6.2 Transfer of Responsibilities

Any subsequent landowner of the Site assumes the responsibilities described in this Management Plan and as required in the Conservation Easement. The Conservation Easement holder and the Conservancy shall be notified in writing of any transfer of land ownership or land management responsibilities under this Management Plan. Any transfer of responsibilities shall be incorporated into an updated version of this Management Plan and kept on file by all parties.

6.3 Notices

In addition to the entities named in Section 1.2, the following entities shall be provided with written notice of any proposed modifications to this Management Plan:

*United States Fish and Wildlife Service
Attn: Sacramento Valley Division Supervisor
2800 Cottage Way, Room W-2605
Sacramento, CA 95825*

*California Department of Fish and Wildlife
Attn: Regional Manager
1701 Nimbus Road
Rancho Cordova, CA 95670*

Notice does not need to be provided to these entities for modifications that are administrative in nature (e.g., updating contact information or clarifying language that doesn't modify the nature of the Management Plan.

7: LITERATURE CITED AND INFORMATION SOURCES

- Andrews, W. F., 1972. *Soil Survey of Yolo County, California*. United States Department of Agriculture, Soil Conservation Service, in cooperation with the University of California Agricultural Experiment Station.
- Barnett Environmental. 2011. Biological and Wetlands Resources at the Woodland Regional Park Site, Woodland California. Prepared for City of Woodland Department of Public Works, Environmental Services Branch.
- [CNLM] Center for Natural Lands Management. 2018. Stabilizing and Improving a state and federal-endangered species population of *Chloropyron palmatum*, Annual progress report (2017). Prepared by Dr. Deborah L. Rogers (CNLM) and Catherine A. Little (CNLM) with input from Doug Moore (West Yost Associates) and Ken Loy (West Yost Associates). January 31, 2018.
- [CNLM] Center for Natural Lands Management. 2019a. Stabilizing and Improving a state and federal-endangered species population of *Chloropyron palmatum*, Annual report (2018) for California Endangered Species Act Scientific Permit No. 2081(a)-15-009-RP. Prepared by Dr. Deborah L. Rogers (CNLM) and Catherine A. Little (CNLM). January 28, 2019.
- [CNLM] Center for Natural Lands Management. 2019b. Palmate-bracted bird's beak monitoring on Woodland Regional Park Property. Memo prepared for the Yolo Habitat Conservancy. Prepared by Catherine A. Little (CNLM) and Dr. Deborah L. Rogers (CNLM).
- [CNLM] Center for Natural Lands Management. 2020. Palmate-bracted bird's beak surveys on Woodland Regional Park Property. Memo prepared for the Yolo Habitat Conservancy. Prepared by Catherine A. Little (CNLM).
- Dean, E. 2009. Woodland Regional Park special-status plants survey. In cooperation with Tuleyome.
- ICF, 2018. *Yolo Habitat Conservation Plan/Natural Community Conservation Plan*. Prepared for the Yolo Habitat Conservancy.
- ICF, 2020. *Woodland Regional Park Natural Communities Restoration Plan*. Prepared for the Yolo Habitat Conservancy.
- Showers, M. A. 1996. *Cordylanthus palmatus* Habitat Survey, Mitigation Potential, and Management Recommendations. Prepared for PAR Environmental Services, Sacramento, CA, by Mary Anne Showers, Consulting Botanist, September, 1996.

PURCHASE AND SALE AGREEMENT FOR CONSERVATION EASEMENT

This Purchase and Sale Agreement for Conservation Easement (hereafter the “Agreement”) is entered into as of the 21st day of February, 2023 (the “Effective Date”) between CITY OF WOODLAND (“Seller”), and the YOLO HABITAT CONSERVANCY (“Conservancy”), a joint powers agency organized and existing under California law.

RECITALS

A. Seller is the owner of that certain real property comprising approximately 158.763 acres located in the County of Yolo, State of California, identified as Assessor’s Parcel Number APN: 042-030-012-000, located immediately east of County Road 102 within the southeast corner of the City of Woodland, Yolo County, California, as more particularly described in **Exhibit A** attached hereto (the “Property”).

B. Seller desires to sell a conservation easement on an approximately 153-acre portion of the Property, which constitutes the Property minus the existing road easements and rights-of-way, and Conservancy desires to establish a perpetual conservation easement on the Property in order to, among other things, preserve the palmate-bracted bird’s-beak (*Cordylanthus palmatus*) Swainson’s hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), western burrowing owl (*Athene cunicularia*), tricolored blackbird (*Agelaius tricolor*), western pond turtle (*Actinemys marmorata*), and giant garter snake (*Thamnophis gigas*) within alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities on the Property.

C. Conservancy will hold the conservation easement affecting the Property, which shall be in substantially the form attached as **Exhibit B** hereto (the “Conservation Easement”).

D. The Woodland Regional Park Preserve Site-Specific Management Plan (the “Management Plan”), which shall be in substantially the form attached as **Exhibit C** hereto, has been developed concurrently with the Conservation Easement to preserve and maintain the species habitat and natural communities on the Property.

E. Conservancy will provide the funding to purchase the conservation easement from Seller and Conservancy and Seller shall pay transaction costs as described herein. The Conservancy shall enforce the easement as set forth more specifically in the Conservation Easement.

NOW, THEREFORE, based on the foregoing recitals the parties hereby agree as follows:

AGREEMENT

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

2. CONSERVATION EASEMENT PURCHASE PRICE. The purchase price of the Conservation Easement will be One Million, One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00) (“Conservation Easement Purchase Price”). The Conservation Easement Purchase Price shall be deposited into escrow, pursuant to Section 3, by the Conservancy prior to Close of Escrow (as hereinafter defined in Section 6(c)).

3. PAYMENT OF PURCHASE PRICE. The Conservation Easement Purchase Price shall be payable to Seller as follows:

- (a) Purchase Price. Pursuant to Section 10, below, Conservancy shall have funds deposited with Escrow Holder in the amount of the Conservation Easement Purchase Price, which shall be paid to Seller at Close of Escrow (as hereinafter defined in Section 6(c)).
- (b) Payment. The distribution of the payment to Seller shall be made according to the instructions provided by the Seller in the escrow instructions.

4. STEWARDSHIP FUND CONTRIBUTION PAYABLE AT CLOSE OF ESCROW.

Seller agrees to pay to a Stewardship Fund held by the Yolo Habitat Conservancy, at the Close of Escrow (as defined in Section 6(c)), the sum of Seventy-One Thousand One Hundred Dollars (\$71,100.00) as a contribution to a stewardship fund for the perpetual stewardship of the Conservation Easement. The contribution is equal to Six Percent (6%) of the appraised Fair Market Value of the Conservation Easement consistent with the YHC Board policy approved on January 28, 2019. To accomplish this contribution, Seller shall sign escrow instructions directing the Escrow Holder to pay this amount to the Conservancy from Seller’s funds at the Close of Escrow (as hereinafter defined in Section 6(c)).

5. RIGHT TO INSPECT PROPERTY; BASELINE DOCUMENTATION REPORT.

(a) For the period of time commencing on the Effective Date of this Agreement and ending at 5:00 p.m. ninety (90) days after the Effective Date of this Agreement (the “Due Diligence Period”), Conservancy shall have the right to conduct any and all non-destructive inspections, investigations, tests, and studies with respect to the Property, which tests, studies, and investigations are related to the use of the Property as a perpetual conservation easement. The cost of any such inspections, tests, and/or studies shall be borne by the Conservancy.

(b) Between the Effective Date and the end of the Due Diligence Period, Conservancy and its employees, agents, contractors, subcontractors, and consultants (“Conservancy’s Representatives”) shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon notice to Seller at least one (1) business day prior to entry, to perform such inspections, investigations, tests, and studies. Following any such tests or inspections, Conservancy covenants to promptly return any portions of the Property damaged or altered by Conservancy during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

(c) Conservancy shall have no liability to Seller for any adverse impact on the Property or the Property's value, public relations, marketability or suitability for financing, or for any third

party action taken as a result of (including, for example, and without limit, any additional regulatory agency requirements), based on, relating to, or arising from, the performance of Conservancy's inquiries, studies, disclosures or analyses, any finding or inquiry in the course of Conservancy's testing, review and governmental or regulatory agency contacts, any analysis conducted at or concerning the Property, or any contact made or information disclosed, whether any such liability is asserted in contract, negligence, or under any other theory of law, except as otherwise expressly provided in this Section.

(d) Conservancy shall indemnify, defend, and hold harmless Seller and its respective heirs, successors, and assigns, from all claims, actions, demands, damages, and any and all liabilities of any kind or nature arising from Conservancy's investigation, except as provided in paragraph 5 (c) above and, in addition, for any liabilities arising from the intentional wrongdoing of Seller.

(e) Seller shall indemnify, defend, and hold harmless Conservancy and its present and future representatives, contractors, consultants, insurers, subsidiaries, affiliates, partners and successors in interest, attorneys, agents, officers, and employees from any liability, claims, demands, obligations, actions, causes of action, rights, damages of any nature, costs, losses, expenses, and compensation of any nature whatsoever, now known or unknown, arising out of or in any way connected with the condition of the Property or the activities, action, or inaction of Seller or its agents, lessees, invitees, partners, or successors in interest on or about the Property prior to the Close of Escrow (as hereinafter defined in Section 6(c)).

(f) Prior to the expiration of the Due Diligence Period, Conservancy shall deliver to Seller and Escrow Holder written notice ("Due Diligence Period Notice") of its approval or disapproval of the Property, which approval shall be in Conservancy's sole and absolute discretion. The failure of Conservancy to timely deliver the Due Diligence Period Notice shall be deemed to constitute Conservancy's disapproval of the contingency described in this Section 5 and except for Section 26 of this Agreement or any other clause, paragraph, or section of this Agreement that expressly survives termination of this Agreement, Seller and Conservancy will have no further obligations or rights to one another under this Agreement.

(g) The Baseline Conditions Report is required to establish the condition of the Property at the time of the conveyance of the Conservation Easement and may consist of the following: maps, showing the property lines, existing easements, and other contiguous or nearby protected areas; a scaled map of the area showing all existing man-made improvements, including roads, and fences and any applicable farmstead areas, land use history and distinct natural features; aerial photo(s) of the Property; and on-site photographs keyed to specific locations on the Property. On or before the Close of Escrow, the Seller and the Conservancy shall sign a statement acknowledging that the Baseline Conditions Report accurately represents the condition of the Property at the time of the conveyance of the Conservation Easement. Seller and Conservancy shall each receive an original, signed Baseline Conditions Report at Close of Escrow.

(h) The Property, the Municipal Well Development Envelope, and Park Facilities Development Envelope identified in the Conservation Easement have been surveyed so that a

legal description of each area is defined and included as an exhibit to the Conservation Easement.

6. ESCROW AND CLOSING COSTS.

(a) The purchase of the Conservation Easement shall be consummated by means of an escrow account ("Escrow") that is opened at Placer Title Company, Attn: Eric Seastrom, 30 West Main Street, Suite A, Woodland, CA 95695, telephone 530-666-1214, email: eseastrom@placertitle.com ("Escrow Agent"), Escrow number P-421652. The parties shall draft Escrow Instructions covering, among other things, the following: payment and escrow closing costs; disbursement of funds; recordation of documents; deliverance of title policy; preparation and filing of appropriate government and tax documents; and provision of title insurance.

(b) The escrow instructions given to the Escrow Agent for the Close of Escrow (as hereinafter defined in Section 6(c)) shall be consistent with the terms of this Agreement, and shall provide that, as between the parties, the terms of this Agreement shall prevail if there is an inconsistency with the escrow instructions. Seller and Conservancy shall deliver signed escrow instructions to the Escrow Holder within five (5) calendar days prior to Close of Escrow (as defined in Section 6(c)). Seller and Conservancy shall also deposit with Escrow Holder any instruments, documents, and other items identified in the escrow instructions or reasonably required by Escrow Holder to close the sale of the Conservation Easement by the Close of Escrow (as defined in Section 6(c)).

(c) Escrow shall close on or before sixty (90) calendar days after the Effective Date of this Agreement ("Close of Escrow") unless extended by Conservancy once, an additional thirty (30) calendar days. To accomplish such extension and Conservancy will instruct the Escrow Agent in writing to extend the Close of Escrow. Conservancy shall ensure that Seller will be notified of any extension. Any extension of the Close of Escrow to a time after one hundred and twenty (120) calendar days after the Effective Date shall require the consent of Seller.

(d) Escrow fees, related costs, and other items of expense shall be paid as follows:

(i) Conservancy will pay for the title insurance policy.

(ii) Seller will pay for: (a) recording instruments necessary to deliver title in the condition required by this Agreement and (b) any document preparation fees of the Escrow Holder related to Seller's delivery of title in the condition required by this Agreement.

(iii) Seller and Conservancy shall pay in equal amounts the fees charged by the Escrow Holder, including escrow fees and document preparation fees (except as related to Seller's obligation to deliver title as required).

(e) If the escrow is canceled due to the breach or default of either party, the defaulting or breaching party shall pay escrow charges, if any. If the escrow is canceled because a contingency or condition is not met due to no fault of a party, e.g., failure to agree to the form of the Conservation Easement or the actions of a third party, the parties shall each pay one-half of

the escrow charges. Each party shall be responsible for its own attorney's fees, except as otherwise provided in this Agreement.

7. TITLE AT CLOSE OF ESCROW. Seller will convey to Conservancy good, marketable, and insurable title to the Conservation Easement, free of all title defects and free of liens, encumbrances, easements, restrictions, rights, and conditions except for the "Permitted Encumbrances," as defined below.

(a) Conservancy shall have thirty (30) days after the Effective Date of this Agreement to review the Preliminary Title Report and to notify Seller of any exceptions to title or title defects that are unacceptable. At Conservancy's discretion, Conservancy may have the Preliminary Title Report reviewed by third parties, including any their respective agents or contractors or the federal and/or state government. The failure of Conservancy to timely deliver to Seller notice of any exceptions to title or title defects that are unacceptable to Conservancy within thirty (30) calendar days after the Effective Date shall be deemed to constitute their approval of the Preliminary Title Report and condition of title. All matters disclosed by the Preliminary Title Report that Conservancy either approve or are deemed to have approved, as provided in this Agreement, are referred to as "Permitted Encumbrances." The Permitted Encumbrances shall also include: (i) current general and special property taxes and assessments, not yet due; and (ii) the standard, pre-printed exceptions included in an ALTA, standard form, owner's policy.

(b) The parties each acknowledge receipt of a copy of the updated Preliminary Report dated August 10, 2022, which is incorporated herein by this reference. Any existing mortgage or deed of trust affecting the Property must be fully discharged or subordinated in a form acceptable to Title Company, and the Conservancy prior to the Close of Escrow so that any foreclosure, exercise of any power of sale, or other enforcement thereof shall not adversely affect the existence, continuing validity, or enforceability of the Conservation Easement. Seller shall cause any lender with an unsubordinated security interest in the Property to accept a payoff of the outstanding amount due at close of escrow. In addition, Seller shall take all steps necessary to cause all tenants to subordinate their leases to the Conservation Easement within the timeframe set forth in subsection (c), below.

(c) If any Unpermitted Encumbrance or title defect that would make Seller unable to convey at Close of Escrow the title required to be conveyed in accordance with this Section or Conservancy's objections to the exceptions listed in the Preliminary Report, Seller shall promptly, with due diligence and at or before Close of Escrow use reasonable efforts to cure the title defect or exception to title at Seller's sole cost and expense. If, by ten (10) calendar days prior to Close of Escrow, despite good faith, reasonable efforts, Seller has not been successful with the removal and/or correction of the title defect or Unpermitted Encumbrance to title, Seller shall so notify Conservancy and they will have the options set forth below, which must be exercised by Conservancy prior to the Close of Escrow, which decision shall be communicated by written notice to Seller:

(i) for Conservancy, to accept title to the Property, with exception to the Unpermitted Encumbrances or title defects without a reduction of the Purchase Price in full satisfaction of Seller's obligations, provided that if a title endorsement covering the issue

satisfactory to Conservancy is available at a cost not to exceed Two Thousand Dollars (\$2,000.00), Seller shall be obligated to pay for and provide said entitlement.

(ii) for Conservancy, to elect not to consummate the transaction, in which case: (A) this Agreement shall be terminated and become null and void; (B) the Deposit shall be refunded to Conservancy; and (C) the parties shall have no further rights, obligations, or remedies with respect to each other under this Agreement.

(d) Nothing shall prevent the parties from agreeing in writing to a postponement of the Close of Escrow to allow Seller further time to cure the Unpermitted Encumbrances or title defects.

8. WITHHOLDING REQUIREMENTS.

(a) Prior to the Close of Escrow, Seller will sign a Non-Foreign Certificate certifying that Seller is not a "foreign person" for U.S. income tax purposes. Seller acknowledges that if Seller is unable to certify that Seller is not a "foreign person," Buyer may be required to withhold a portion of the Purchase Price at Closing. The withheld amount is then submitted to the Internal Revenue Service.

(b) California law requires buyers or their designated agent (i.e., the Escrow Agent) to withhold 3 1/3% of the total sales price from any real estate transaction unless the seller is exempt from withholding. The withheld amount is then submitted to the California Franchise Tax Board. Seller will be required to sign under penalty of perjury appropriate California tax forms and to submit the completed form to buyer or buyer's designated agent prior to the Close of Escrow.

9. PRORATIONS AND POSSESSION.

(a) There are to be no prorations. Seller shall remain responsible for all real property taxes, assessments, and similar property-related charges throughout the escrow period and thereafter.

(b) Upon Close of Escrow, possession shall remain with Seller subject to any and all of Seller's and Conservancy's rights as described in the Deed of Conservation Easement.

10. SELLER'S CONDITIONS PRECEDENT. Seller's obligation to sell the Conservation Easement is contingent on occurrence of all of the following:

(a) Conservancy shall have deposited with the Escrow Holder the Purchase Price for the Conservation Easement; and

(b) Seller's city council shall have approved the form and substance of the Deed of Conservation Easement or shall have delegated such approval to an official representative of Seller. Said approval shall not be unreasonably withheld;

(c) Conservancy shall have timely performed, and shall not be in default of any of its other obligations under this Agreement; and

(d) Seller's approval of the complete and final form and substance of the Deed of Conservation Easement (Exhibit B) and Woodland Regional Park Preserve Site-Specific Management Plan (Exhibit C). Such approval is in the sole and absolute discretion of Seller.

11. CONSERVANCY'S CONDITIONS PRECEDENT. Conservancy's obligations under this Agreement are contingent on the occurrence of all of the following:

(a) Seller shall have delivered through Escrow: (i) an executed, acknowledged, and recordable Deed of Conservation Easement sufficient to convey title to the Conservancy; (ii) if applicable, a duly executed Non-Foreign Transferor Declaration, and (iii) California Form 593 Real Estate Withholding Certificate;

(b) Conservancy's board of directors shall have approved the form and substance of the Deed of Conservation Easement or shall have delegated such approval to an official representative of Conservancy. Said approval shall not be unreasonably withheld;

(c) Seller shall deliver through Escrow such other funds and documents as are necessary to comply with Seller's obligations under this Agreement, including the tender of insurable title on the terms required by Section 7;

(d) Seller shall not be in default of any of its obligations under the terms of this Agreement, and all of Seller's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the Close of Escrow;

e) Conservancy shall have approved the condition of title to the Property, and Escrow Holder shall have committed to deliver to Conservancy a title insurance policy as required by Section 7 hereof;

(f) Conservancy shall have deposited the sum of One Million, One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00) and such other funds as are necessary to comply with Conservancy's obligations under this Agreement into Escrow; and

(g) No loss or damage to the Property shall have occurred that would permit Conservancy to terminate this Agreement pursuant to Section 12 below.

12. FAILURE OF CONDITIONS. Conservancy and Seller agree to use good faith, reasonable efforts to satisfy each of the foregoing conditions in Sections 10 and 11. If a condition for the benefit of Conservancy or Seller is not satisfied by the Close of Escrow or earlier individual satisfaction date, as set forth in the above conditions, then that party, which was to be benefited by the condition, may elect to: (a) terminate this Agreement; (b) defer the Close of Escrow until the conditions have been satisfied (but not beyond ninety (90) calendar day after the Effective Date, or as otherwise specified in this Agreement); or (c) waive the condition.

If the Close of Escrow fails to occur for any reason other than the default of the Conservancy, Conservancy shall be entitled to receive an immediate and full refund of the Deposit and any other monies deposited with the Title Company by Conservancy together with all interest accrued thereon.

13. SELLER'S PROMISE NOT TO FURTHER ENCUMBER. Until the Close of Escrow, Seller shall not do any of the following without the prior written consent of Conservancy, which shall not be unreasonably withheld:

(a) make or extend any leases, contracts, options, or agreements whatsoever affecting the Property that fail to incorporate the terms of this Agreement by reference or that would authorize any action that would be a violation of either this Agreement or the terms of the Conservation Easement that Seller cannot remove by the Close of Escrow;

(b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction, or easement to be placed upon the Property, unless the same is made expressly subject and subordinate to the Conservation Easement; or

(c) permit any mortgage, deed of trust, or other lien to be foreclosed upon due to Seller's actions or omission, including failure to make a required payment.

14. SELLER'S REPRESENTATIONS. Seller makes the following representations and warranties:

(a) Seller is the fee owner of the Property and has full power and authority to enter into this Agreement and to sell, transfer, and convey all right, title, and interest in and to the Conservation Easement.

(b) To the best of Seller's knowledge, there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Seller which could affect Seller's title to the Property, or any portion thereof, or materially affect the value of the Conservation Easement.

(c) To the best of Seller's knowledge, there are no:

(i) intended public improvements or private rights which will result in the creation of any liens upon the Property;

(ii) uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation which would affect the Property;

(iii) actual or impending mechanic's liens against the Property; or

(iv) notices or other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface

waters associated with the Property may have a material effect on the value of the Property, or subject the owner of the Property to potential liabilities under environmental laws.

(d) To the best of Seller's knowledge, there is no lease, license, permit, other option, right of first refusal or other agreement, written or oral, which affects the Property, other than that certain lease agreement with Tuleyome to utilize the portion of the Property contained within the Park Facilities Development Envelope and other portions of the Easement Area specifically identified within the Management Plan by the Conservancy and the Seller for educational programs and activities as well as the future development of an Environmental Education Center located solely within the Park Facilities Development Envelope, which agreement shall be subordinated to the Deed of Conservation Easement within thirty (30) days past the Close of Escrow.

(e) To the best of Seller's knowledge, there is no condition at, on, under, or related to the Property presently or potentially posing a significant hazard to human health or the environment, except for the five landfills on approximately thirty-two (32) acres of the Easement Area that have all been capped and closed in accordance with all federal, state, and local laws and regulations, including without limitation all Environmental Laws, and except as disclosed in that certain Phase I Environmental Site Assessment Report prepared for Yolo Habitat Conservancy dated December 17, 2020.

(f) This Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

15. CONSERVANCY'S REPRESENTATIONS.

(a) Conservancy hereby represents and warrants to Seller as follows:

(i) that Conservancy is a joint powers agency organized and existing under California law (Government Code §§ 6501 *et seq.*) with legal authority to acquire and permanently conserve land for the benefit of special status species;

(ii) that Conservancy has full power and authority to enter into this Agreement, fund the purchase and hold the Conservation Easement under the terms of this Agreement, and the persons signing this Agreement on behalf of Conservancy have full power and authority to sign for Conservancy and to bind the Conservancy to this Agreement.

16. RELIANCE. "To the best of Seller's knowledge" means the actual knowledge, without inquiry, of Seller. Each of the above representations is material and is relied upon by the other parties. Each of the above representations shall be deemed to have been made as of the Close of Escrow and shall survive the Close of Escrow for one (1) year.

Each party shall indemnify, defend (by counsel reasonably acceptable to the other party), and hold the other party harmless from all expenses, loss, liability, damages, and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the breach of any of the indemnifying party's warranties, representations, and covenants. If, before

the Close of Escrow, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give written notice to the Conservancy of those facts and that information. If any of the foregoing warranties and representations cease to be true before the Close of Escrow, the Seller shall be obligated to remedy the problem, provided the problem can be remedied for an amount of not more than Ten Thousand Dollars (\$10,000.00). If the problem is not remedied before the scheduled Close of Escrow and cannot be remedied by payment of money as aforesaid, Conservancy may elect to either (a) terminate this Agreement in which case Conservancy shall have no obligation to purchase the Conservation Easement and Seller shall have no obligation to sell the Conservation Easement, and the Deposit shall be returned to the Conservancy and the parties shall have no further liability or obligation to the other party; or (b) defer the Close of Escrow until the problem has been remedied (but not later than until sixty (60) days following the Effective Date, or as otherwise permitted pursuant to this Agreement), but if the problem has not then been remedied, then any party may terminate this Agreement on or after the sixtieth (60th) calendar day following the Effective Date and the Deposit shall be returned to the Conservancy and the parties shall have no further liability or obligation to the other party.

17. RISK OF LOSS. All risk of loss or damage to the Property will remain with Seller until Close of Escrow. In the event some material loss or damage occurs prior to the Close of Escrow, Conservancy may, without liability, terminate this Agreement. In the event of such termination, neither party shall have any further liability or obligation under this Agreement.

18. ASSIGNMENT AND SUCCESSORS. This Agreement may not be assigned without the prior written consent of the other parties. Subject to the foregoing sentence, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, beneficiaries, successors, and assigns.

19. PROFESSIONAL ADVISORS. Conservancy have encouraged Seller to retain and rely upon its own professional advisors (attorney, accountant, financial, and/or estate planner, etc.). Except for what is set forth in this Agreement, Seller is not relying upon any statements, information, representations, or advice provided by Conservancy in this transaction. Seller will rely on independent counsel regarding this transaction.

20. TAX-DEFERRED EXCHANGE. In the event Seller decides to undertake a tax-exempt exchange of the Property in accordance with Internal Revenue Code section 1031, Conservancy makes no representation and renders no tax opinion that such exchange is permissible under the law but agrees to: (a) reasonably cooperate with Seller; and (b) execute and deliver such instruments of transfer and other documents as may be reasonably requested by the Seller to carry out such exchange for the benefit of Seller provided that Conservancy have sufficient time to assure itself that such exchange is permissible under the law. Such exchange, if undertaken by Seller, shall be without expense, liability, or delay to Conservancy.

21. INTEGRATION. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its

terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving these Agreements.

22. ADDITIONAL DOCUMENTS. Seller and Conservancy agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

23. CAPTIONS. The captions in this Agreement are for convenience of reference only and are not intended as part of this Agreement.

24. AMENDMENTS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing executed by Seller and Conservancy.

25. NOTICES. All notices, claims, demands, or other communications under this Agreement (each such, a "notice") shall be in writing delivered by hand, email transmission, commercial express courier service, or U.S. mail, postage prepaid, to the parties and their attorneys at the addresses provided below. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by mail shall be deemed given three (3) days after mailing. Notices transmitted by email, shall be deemed given when transmitted.

To Seller: City of Woodland
Attn: Ken Hiatt, City Manager
300 First Street, Woodland, CA 95695
Telephone No.: (530) 661-5802
Email: Ken.Hiatt@cityofwoodland.org

To Conservancy: Yolo Habitat Conservancy
Attn: Alex Tengolics, Executive Director
PO Box 2202, Woodland, CA 95776
Telephone No.: (530) 666-8150
Email: alexander@yolohabitatconservancy.org

26. ATTORNEYS' FEES. If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party/ies reasonable attorneys' fees, costs, and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement.

27. COMMISSIONS, INDEMNITY, DISCLOSURE. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost,

damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

28. SEVERABILITY. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

29. TIME IS OF ESSENCE. Time is of the essence of this Agreement and the escrow provided for and contemplated herein. All times and dates in this Agreement are of the essence.

30. MEDIATION OF DISPUTES; REMEDIES. Seller and Conservancy agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded. Conservancy shall not have the right of specific performance with respect to the enforcement of this Agreement; however, in the event of Seller's default under this Agreement, except as may be otherwise provided in this Agreement, Conservancy shall retain the right to reimbursement from Seller for Conservancy's reasonable costs and expenses incurred in attempting to carry out this Agreement, provided Seller's reimbursement obligation shall not exceed Fifteen Thousand Dollars (\$15,000.00).

31. WAIVER. Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition, or promise hereunder.

The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

32. DEPENDENCY AND SURVIVAL OF PROVISIONS. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the Close of Escrow for a period of one (1) year.

33. CONSTRUCTION. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. This Agreement shall be governed by, and construed under, the laws of the State of California, as having been drafted by both parties.

34. INTERPRETATION. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action to enforce or interpret the provisions of this Agreement may be commenced only in the Superior Court of the County of Yolo, State of California.

35. EXHIBITS. The following Exhibits to the Agreement are attached hereto and made a part hereof:

Exhibit A: Conservation Easement Area Map
Exhibit B: Form of Deed of Conservation Easement
Exhibit C: Form of Management Plan

36. COUNTERPARTS. This Agreement may be signed in one or more counterparts and shall be effective when signed by the Chair of the Yolo Habitat Conservancy and the Mayor of the City of Woodland or their duly-authorized designees. Faxed or electronic signature pages may be relied upon as evidence of execution.

37. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, Seller, Conservancy have executed this Agreement of Purchase and Sale for Conservation Easement on the date shown below, the later of which shall be the Effective Date and Seller and Conservancy hereby acknowledge receipt of a copy of this Agreement.

SELLER:

By: Ken Hiatt, City Manager
City of Woodland

Date:

YOLO HABITAT CONSERVANCY

By: Alexander Tengolics, Executive Director

Date:

APPROVED AS TO FORM:

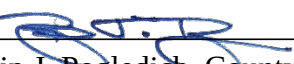
By: _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

EXHIBIT A

CONSERVATION EASEMENT AREA MAP



**Woodland Regional Park Preserve
Conservation Easement Area**

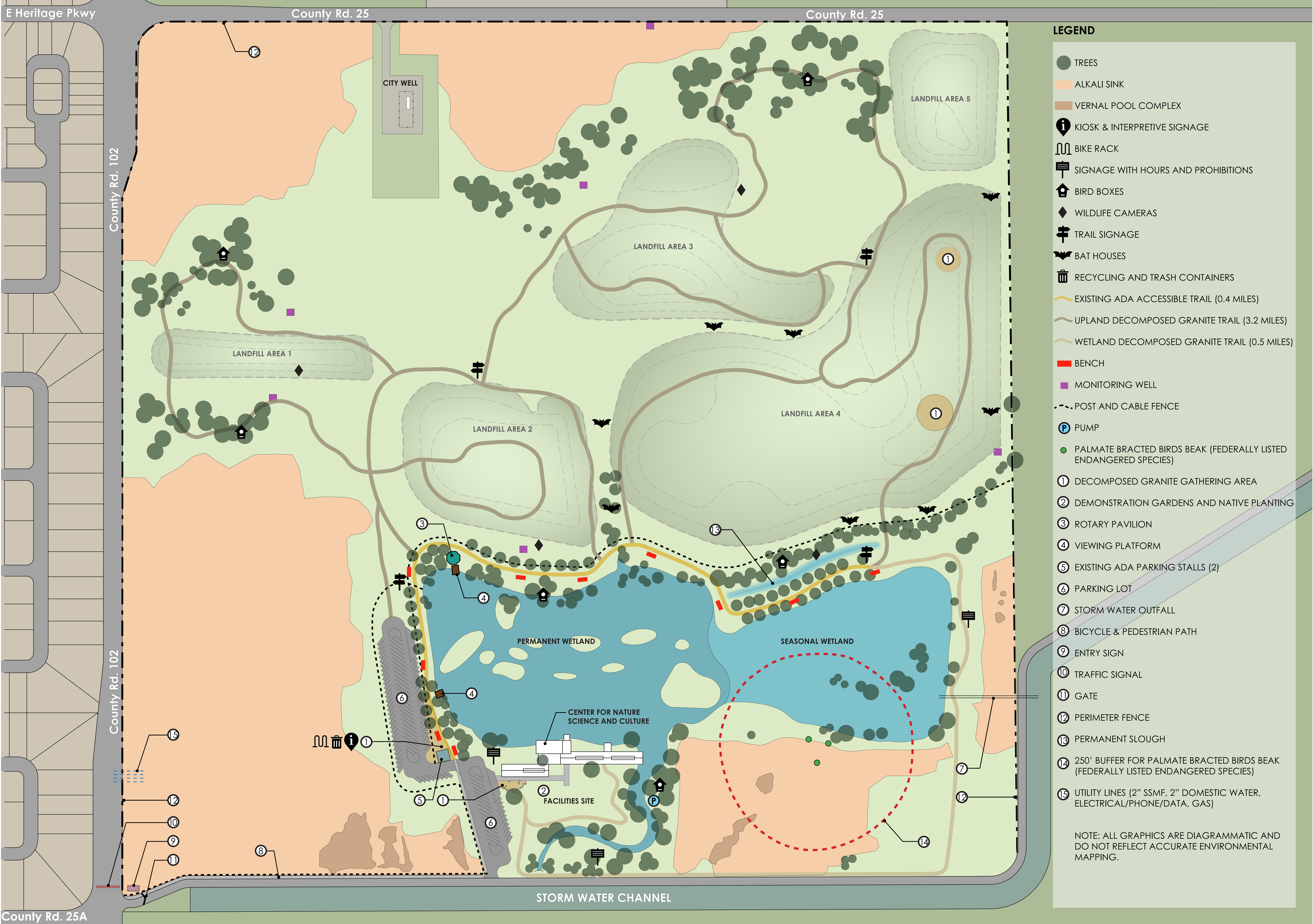
EXHIBIT B

FORM OF DEED OF CONSERVATION EASEMENT

EXHIBIT C
FORM OF MANAGEMENT PLAN

Location Map





WOODLAND REGIONAL PARK PRESERVE MASTER PLAN



WOODLAND REGIONAL PARK PRESERVE MASTER PLAN