# City of Woodland

## Meeting Agenda

### City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 2, 2025
6:00 PM

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

### A. CALL TO ORDER

### B. ROLL CALL

### C. PLEDGE OF ALLEGIANCE

***Land Acknowledgment Statement -*** *The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

### 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.gov. 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 communications 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: Proclamation in Honor of Hawaiian Spaniards

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring the contributions of Hawaiian Spaniards as well as celebrating the upcoming Spanish Hawaiian Heritage Association's Academic & Cultural Conference.

4. SUBJECT: Proclamation Recognizing the Silver Anniversary of the Cache Creek Conservancy and Nature Preserve.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation recognizing September 13, 2025 as the Silver Anniversary of the Cache Creek Conservancy and Nature Preserve.

5. SUBJECT: Public Works Semi-Annual Status Report

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and accept the Public Works Semi-Annual Status Report for the period of January 2025 through June 2025.

6. SUBJECT: Appropriation of Funds for the 2025 Clean Air Funds Grant Budget

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, authorizing a budget appropriation of $10,281.09 to Fund 1365 in Fiscal Year 2025/26 for the Clean Air Funds Grant.

7. SUBJECT: Authorize the Purchase and Appropriate Funds for One New Vehicle for the Pool Facilities Technician and Six (6) Replacement EV Lawn Mowers.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____,

   1. Authorizing the appropriation of $40,000 in the Equipment Replacement Fund (2012) for the purchase of a new vehicle for the recently adopted position of Pool Facilities Technician at the Community Services Department (CSD);
   2. Authorizing the appropriation of $132,434.96 in the Equipment Replacement Fund (2012) from collected reserved balances for the replacement purchases of equipment numbers #792, #813, #814, #815, #843 and #844 with six (6) new EV Lawn Mowers; and
   3. Approving the equipment purchase contract totaling $132,434.96 for the purchase of six (6) EV mowers, and authorizing the City Manager to execute the contract.

8. SUBJECT: Increase Construction Contingency for the Downtown Parking Lot Rehabilitation Project, CIP 24-09, and First Street Parking Lot Rehabilitation Project, CIP 24-13

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to approve an increase in construction contract contingency up to $251,672.97 for a total contract amount of up to $628,245.16 for the Downtown Parking Lot Rehabilitation Project (CIP 24-09) and the First Street Parking Lot Rehabilitation Project (CIP 24-13).

9. SUBJECT: Authorize Additional Conservation Coordinator Position and Appropriate Funding for the Environmental Compliance Fund (1365)

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____ Approving Changes to the Authorized Full-Time Equivalent Positions for Fiscal Year 2025/26 and Appropriating $125,135 to the Environmental Compliance Fund (1365).

10. SUBJECT: City Council Meeting Minutes of August 19, 2025

    RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 19, 2025.

## G. PUBLIC HEARINGS

11. SUBJECT: Development Agreement with Pacific Coast Producers - 1376 Lemen Avenue

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a Public Hearing and take the following action:
    Waive the First Reading and Introduce Ordinance No. _____, approving a Development Agreement by and between the City of Woodland and Pacific Coast Producers for the Lemen Avenue agricultural processing facility (1376 Lemen Avenue) and authorizing the execution of said agreement.

## H. REPORTS OF THE CITY MANAGER

12. SUBJECT: 2026 Aquatics Programming and Use Fees

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an overview of aquatics programming for 2026 and adopt Resolution ____ authorizing new fees for aquatics programming.

13. SUBJECT: Fire Station #4 – Project Update and Next Steps

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

    1. Receive an update on the project scope, proposed delivery method, and next steps for advancing the Fire Station #4 Project (CIP 16-10); and
    2. Direct staff to proceed with issuing a Request for Proposal for Owner's Representative Services to assist the City in managing the Progressive Design Build Process for the project.

## I. ADJOURN

*I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/ Woodland Finance Authority of the City of Woodland scheduled for September 2nd, 2025 was posted on August 29th, 2025 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.*

Marissa Kersey
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.**

CITY OF WOODLAND CALIFORNIA

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | D.1 |
| SUBJECT: | General Public Comment |

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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

Ken Hiatt
City Manager

**Attachments:**
None

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 2, 2025
ITEM #: E.2
SUBJECT: Long Range Calendar

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

**Staff Contact**:
Marissa Kersey, City Clerk, (530) 661-5806, marissa.kersey@cityofwoodland.gov

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

Ken Hiatt
City Manager

**Attachments:**
1. Council Long Range Calendar

# CITY COUNCIL LONG RANGE CALENDAR

**September 16th** **REGULAR MEETING**

Proclamation – Breast Cancer Awareness Month
Proclamation – Service Animals Month
Proclamation – Junior League of Sacramento
Police Department Semi-Annual Report
Approving a Declaration of Surplus Property at 3 Well Sites
Public Hearing: Consolidated Annual Performance Evaluation Report for CDBG
Public Hearing: SB 9/450
Public Hearing: Zoning Code Updates
Public Hearing: Urgency Ordinance Amendment for Building and Fire Codes
Yolo Transit District Short Range Transit Plan Update Presentation
Emergency Operations Plan Presentation
Entertainment Zone Ordinance

**October 7th** **REGULAR MEETING**

FY24/25 Budget Carry-Overs
Solar PPA Buyout – Terra Verde
Community Development Department Semi-Annual Report
Presentation: Citywide Road Maintenance Program

**October 21st** **REGULAR MEETING**

Approve Consultant Agreement for Fire Station #4 Project
Yolo Active Transportation Corridors Project Presentation
Woodland Soccer Club – License Agreement Sports Park

**Future Topics / Study Sessions:**

| |
|---|
| Animal Services Governance Model (TBD) |
| Sewer and Water Rate Study Presentations (Jan/Feb 2026) |
| MOU with Yolo County for Crisis Now Receiving Beds (TBD) |
| Downtown Parking Management Plan (TBD) |

Updated 8/29/2025

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| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.3 |
| SUBJECT: | Proclamation Honoring Hawaiian Spaniards |

**Recommendation for Action**: Staff recommends that the City Council adopt a proclamation honoring the contributions of Hawaiian Spaniards as well as celebrating the upcoming Spanish Hawaiian Heritage Association's Academic & Cultural Conference.

**Staff Contact**:
Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808, spencer.bowen@cityofwoodland.gov

**Discussion**: In light of the upcoming Spanish Hawaiian Heritage Association's Academic & Cultural Conference, scheduled for September 6–7 at UC Davis, the City received a request from community members to honor the sometimes overlooked Spanish Hawaiian community with a proclamation. This community of Spanish immigrants traveled to Hawai'i in the early 1900s under indentured labor contracts to work on sugar plantations. Later, many families settled in California and even here in Woodland.

Please see the attached proclamation for more information.

**Conclusion**:
Staff recommends that the City Council adopt a proclamation honoring the contributions of Hawaiian Spaniards as well as celebrating the upcoming Spanish Hawaiian Heritage Association's Academic & Cultural Conference.

Ken Hiatt
City Manager

**Attachments:**
1. Contributions of Hawaiian Spaniards Proclamation 09.02.25

Woodland

# RECOGNIZING THE CONTRIUBTIONS OF HAWAIIAN SPANIARDS AND CELEBRATING THE SPANISH HAWAIIAN HERITAGE ASSOCIATION'S ACADEMIC AND CULTURAL CONFERENCE

**WHEREAS**, between 1907 and 1913, approximately 8,000 immigrants from Andalucía and Extremadura in Spain traveled to Hawai'i under indentured labor contracts to work on sugar plantations; and

**WHEREAS,** after years of difficult work in challenging conditions, many sought new opportunities in California, with Woodland and Yolo County becoming home to a significant number of these families; and

**WHEREAS,** in Woodland, Hawaiian Spaniards played a vital role in the region's agricultural growth, working in fields, orchards, and vineyards, and sharing valuable farming knowledge from both Spain and Hawai'i. Many became farm owners, small business operators, and community leaders whose descendants remain part of Woodland's fabric today; and

**WHEREAS,** among the Hawaiian Spaniard family names closely tied to our local history are Salvador, Yparraguirre, Ramos, Fernandez, and Vasquez, whose contributions to farming, commerce, and civic life helped shape Yolo County and Woodland; and

**WHEREAS**, the Spanish Hawaiian Heritage Association's Academic & Cultural Conference, scheduled for September 6-7 at UC Davis, will bring together scholars, descendants, and community members from Spain, Hawai'i, and California to share this history through keynote addresses, research presentations, cultural performances, and exhibits.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Woodland does hereby formally recognize the contributions of Hawaiian Spaniards to Woodland, Yolo County, and all of California and wishes the Academic & Cultural Conference organizers and attendees a successful event.

**DATED:** September 2, 2025

_____

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore

David Moreno, Council Member

Tania Garcia-Cadena, Council Member

Mayra Vega, Council Member

CITY OF WOODLAND CALIFORNIA

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.4 |
| SUBJECT: | Proclamation Recognizing the Silver Anniversary of the Cache Creek Conservancy and Nature Preserve. |

**Recommendation for Action**: Staff recommends that the City Council adopt a proclamation recognizing September 13, 2025 as the Silver Anniversary of the Cache Creek Conservancy and Nature Preserve.

**Staff Contact:**
Marissa Kersey, City Clerk, (530) 661-5806, marissa.kersey@cityofwoodland.gov

Ken Hiatt
City Manager

**Attachments:**
1. Proclamation CCNP 25th Silver Anniversary

# PROCLAMATION
# RECOGNIZING THE SILVER ANNIVERSARY OF THE CACHE CREEK CONSERVANCY AND NATURE PRESERVE

**WHEREAS**, the City of Woodland is known as the "City of Trees" and has worked diligently through the decades to maintain and grow its urban forest for the benefit of those who live, work and visit; and

**WHEREAS,** the Woodland-based Cache Creek Conservancy and Nature Preserve was founded in 1996 as a means of preserving the native habitat along Cache Creek west of the community; and

**WHEREAS,** the Conservancy and Nature Preserve - which itself was established in the year 2000 - have cooperated with area businesses which mine gravel from Cache Creek to ensure the health of the local environment, including water, soil and wildlife; and

**WHEREAS,** the Conservancy and Nature Preserve have worked with the Patwin people of the Yocha dehe Wintun Nation to honor the culture and heritage of those who first inhabited this region for thousands of years; and

**WHEREAS**, the Cache Creek Nature Preserve has acted as a steward of the land, slowly restoring the native grasses, trees and wildlife; and

**WHEREAS**, the Nature Preserve acts as an open-air research laboratory for those who study the effects of man on nature so that we all might better live in harmony with nature.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Woodland does hereby proclaim September 13, 2025 as the Silver Anniversary for the Cache Creek Conservancy and Nature Preserve so that all residents throughout Woodland, Yolo County, and California may recognize and celebrate the efforts being undertaken to preserve the environment as it once existed.

**DATED:** September 2, 2025

_____

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore

David Moreno, Council Member

Tania Garcia-Cadena, Council Member

Mayra Vega, Council Member

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 2, 2025
ITEM #: F.5
SUBJECT: Public Works Semi-Annual Status Report

**Recommendation for Action**: Staff recommends that the City Council accept the Public Works Semi-Annual Status Report for the period of January 2025 through June 2025.

**Staff Contact**:
Craig Locke, Public Works Director, 530-661-5899, craig.locke@cityofwoodland.gov

**Background**: This Semi-Annual report covers the period from January 2025 through June 2025. The dashboard presents a summary of easily quantifiable data such as Service Requests and Work Orders received. This report provides a narrative description of major work performed and notable department highlights.

**Discussion**: Public Works is proud to work as a team internally and with other departments to provide excellent customer service for the citizens of Woodland. Individual divisions have highlighted their last six months of achievements below, but there are many projects that require the contributions of multiple departments to be successful.

The ongoing work at Freeman Park is an example. Water is involved because the park includes ASR Well 29, but the Streets and Electrical crews worked together to secure the restroom electrical room. During the last six months, PW has replaced the vandal-proof barricades with a door to make the electrical room more accessible. This has allowed PW electricians to make improvements and better support parks personnel and programs.

The Woodland Regional Park continues to be another multidisciplinary project. The Water Division is responsible for maintaining an appropriate pond elevation at the direction of biologists, in addition to maintaining the irrigation system water supply for Regional Pond volunteers. To make this task easier, Electrical staff installed a Programable Logic Control (PLC) from an abandoned well at this location. Working with the IT department, electricians also installed security cameras at the site and helped improve site communication.

Beyond collaborating on projects, each division is also constantly improving the infrastructure in their charge. Below are some of the highlights of their accomplishments.

Electrical Division
Right-of-way electricians have inspected construction at the pool and facilitated its EV charging station planning by leveraging PG&E programs. They are upgrading signal heads throughout the city from 8-inch to 12-inch bulbs surrounded by yellow reflective trim. Woodland enjoys battery backup at every traffic signal, a feature few cities have, and all older batteries have been replaced to ensure reliable operation through 2028. The electricians also completed connecting the Main Street corridor signal fiber to the City's Transparity Server for smoother traffic operations.

Electricians also upgraded LED lighting at the Library, MSC, and City Hall, and upgraded or installed cameras at the Beamer underpass, multiple City parks, and the Regional Pond. They also performed an in-house SCADA system upgrade, the first since 2016, saving over $100,000.

Streets Division
Precision Concrete Cutting shaved 256 potential sidewalk trip hazards in the Spring Lake and Downtown areas. City crews also created ramps at an additional 33 locations. In addition to pothole repairs, 500 square-feet of skin patch (100 tons) was installed. Crews assisted HOST with cleanup of 11 homeless camps and provided after-hours traffic control at 12 special events.

Collections Division
The Collections Division is at 70% of their state-mandated Sewer System Management Plan (SSMP) goals. They removed large ‘grease logs’ downtown and followed up by handing out literature to nearby apartment complexes to reduce Fats Oil and Grease (FOG) discharges to the sewer. This proactive approach has substantially reduced the number of city-owned Sanitary Spill Overflows (SSO).

Crews also supported the 2025 Sewer/Water project, which replaced more than half a mile of 75–125-year-old sewer main and lined 51 lower service laterals. Crews repaired or replaced 708 feet of sewer main and installed 14 service taps and 35 city clean outs. The North Canal Pump was rebuilt, and work was done on the generator to extend its life through the winter.

Fleet and Facilities Division
The Police Department's HVAC maintenance was transitioned to Airco, a company whose knowledge of these systems will allow proactive maintenance instead of reactive repairs. Fleet continues to improve integration between the City’s new Fleet Management software (RTA) and Samsara, which provides vehicle telemetry. This aids in scheduling preventative maintenance and improves reactive repairs as the need arises.

Water Pollution Control Facility (WPCF)
WPCF staff began replacing the filter fabric on the mechanical filters during this period, and replaced an improved settling skirt on a large clarifier which was damaged during an earthquake. Staff assisted in the headworks redesign, whose pumping capacity redundancy was restored with the installation of the new screw pump in June. Many other systems at the WPCF are aging out, requiring reactive repairs. Pre-treatment is now fully staffed and has updated public outreach materials, conducted multiple inspections, and enforcement activities.

Water Division
The water meter team is developing a plan to replace approximately 1,000 meters annually in-house, as many of the City’s meters are approaching the end of their service life, which includes evaluating new technology platforms. A recent increase in large fire lateral failures resulting in significant water loss has led to an evaluation of new monitoring technologies that would alert staff to such failures in coordination with the Fire Marshal. Water production was interrupted by two unexpected power outages at the Treatment Plant, and two planned outages for repairs (demand was met by ASR wells).

Administrative Division
In the first half of 2025, the Administrative Division successfully completed several key initiatives to improve efficiency and support city operations. An assessment of city power usage was conducted to optimize pricing on a variety of rate plans. The changes have been implemented, and it is projected that the city will save over $150,000 on electricity over the next year. Progress continues on a comprehensive PG&E streetlight audit.

Several organizational improvements have also been implemented, including a detailed inventory list for Water to track tools by vehicle, the preparation of study guides and certification tests, and

redesigned door hangers for the upcoming meter replacement project.

Working with the Fleet staff, the Administrative Division implemented a new fleet management software system after an audit of all vehicle and equipment records and provided training to fleet personnel.

**Conclusion**:
Staff recommends that the City Council accept the Public Works Semi-Annual Status Report for the period of January 2025 through June 2025.

Prepared by: Craig Locke, Public Works Director

Ken Hiatt
City Manager

**Attachments:**
1. Semi Annual Report JAN - JUN 2025

# PUBLIC WORKS
## SEMI ANNUAL REPORT
JANUARY 1, 2025- JUNE 30, 2025

## SEWER & STORM

INSPECTED OVER
**122,235 FT**
OF SEWER LATERALS

**61%**
OF 2025
GOAL MET

**113%**
OF 2025
GOAL MET

REPAIRED OVER
**678 FT**
OF SEWER
MAINLINE & LATERALS

CLEANED OVER
**154,490 FT**
(Approx. 29 miles)
OF SEWER LINES

**51%**
OF 2025
GOAL MET

**76** Service Request
**34** Clean Outs Installed
**11** Service Taps
**1** Drain Inlets Cleaned

INSPECTED OVER
**6,359 FT**
OF STORM PIPE

CLEANED OVER
**24,807 FT**
OF STORM PIPE

## ADMIN

**ANSWERED**
APPROX.
**2,730**
CUSTOMER CALLS

**PROCESSED**
APPROX.
**2,519**
REQUESTS FOR SERVICE

**SUBMITTED**
APPROX.
**3,384**
INVOICES

CITY OF
WOODLAND
CALIFORNIA

# PUBLIC WORKS
# SEMI ANNUAL REPORT

JANUARY 1, 2025- JUNE 30, 2025

## STREETS

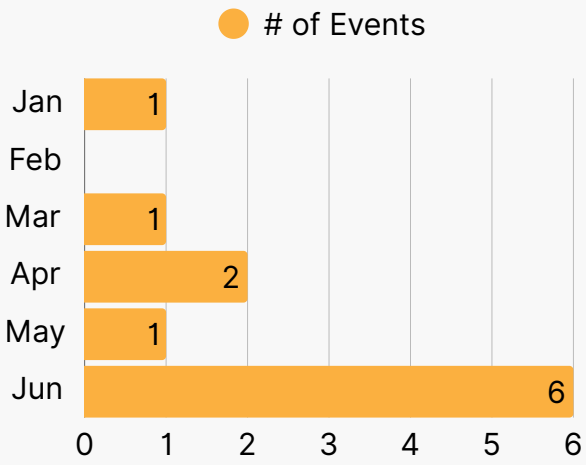
**RESPONDED TO**
**146**
**SERVICE REQUEST**

**APPROX. 100 TONS OF ASPHALT USED TO REPAIR SINKHOLES & TRENCH**

**SKIN-PATCHED**
**500 SQ FT**
**OF DAMAGED ASPHALT**

**596**
**POTHOLES REPAIRED**

### STREETS TRAFFIC CONTROL FOR CITY-WIDE EVENTS

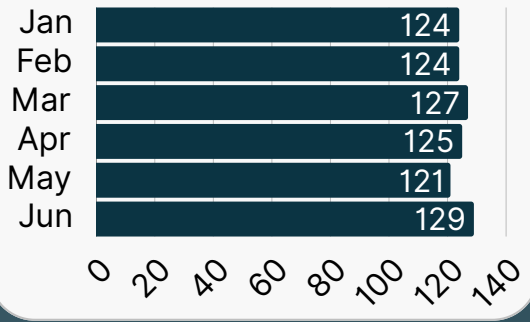



## FLEET & FACILITES

### FACILITIES

**RESPONDED TO**
**203**
**CALLS FOR SERVICE AT CITY FACILITES**

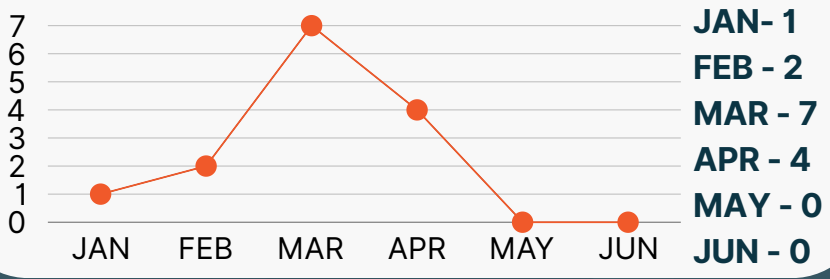
### VEHICLE REPAIRS WITHOUT A SERVICE REQUEST




### FLEET SHOP

**RESPONDED TO**
**229**
**SERVICE REQUESTS**

### ACCIDENT CLAIMS



# PUBLIC WORKS
# SEMI ANNUAL REPORT

JANUARY 1, 2025- JUNE 30, 2025

## ELECTRICAL

**REPLACED**
**678 SQ FT**
OF SIDEWALK TRIP HAZARDS

**RETRO-FITTED**
**76** LIGHTS TO ENERGY EFFICIENT LED

**PERFORMED**
**222**
BI-MONTHLY MAINTENANCE CHECKS

**REPLACED**
**12**
TRAFFIC SIGNALS

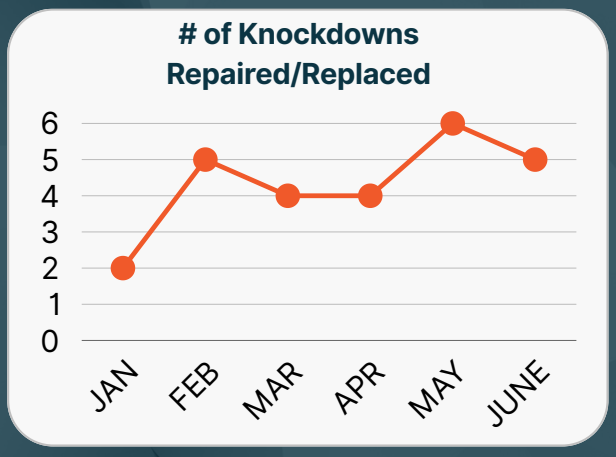
**REPAIRS TO**
**96**
EXISTING TRAFFIC SIGNALS

**130**
COMPLETED ANNUAL PEDESTAL MAINTENANCE

**UPGRADED**
**7**
TRAFFIC SIGNALS

**2** STREETLIGHT POLE KNOCKDOWNS

## SIGNS & MARKINGS

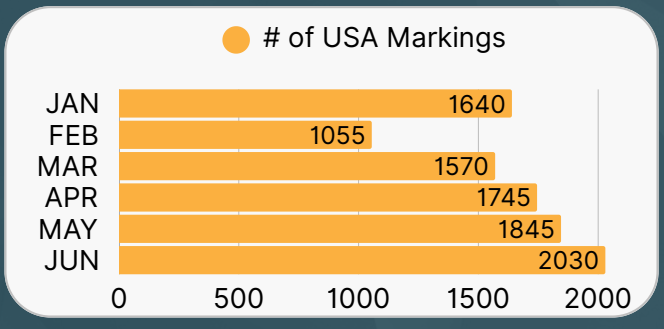



**REPLACED**

| | |
|---|---|
| 55 | STREET NAME SIGNS |
| 3 | YIELD SIGNS |
| 15 | SCHOOL SIGNS |
| 20 | STOP SIGNS |
| 22 | STOP BARS |

**REPLACED**
**1**
YELLOW CROSSWALK

**REPLACED**
**3,852**
Raised Pavement Markers City Wide



# PUBLIC WORKS
# SEMI ANNUAL REPORT

JANUARY 1, 2025- JUNE 30, 2025

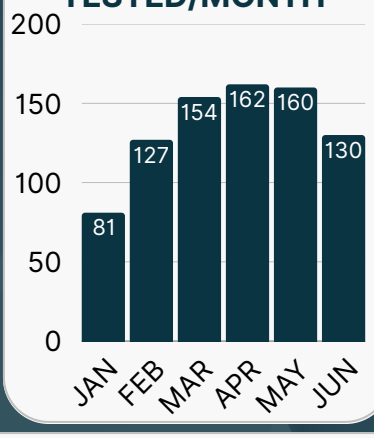
## WATER DISTRIBUTION & PRODUCTION

RESPONDED TO
**1,619**
SERVICE REQUEST

PREPPED & PAINTED
**589**
FIRE HYDRANTS

**73%**
OF 2025 GOAL MET

# OF BACKFLOWS TESTED/MONTH




**960**
WATER QUALITY SAMPLES TAKEN AND TESTED TO ENSURE STANDARDS ARE MET

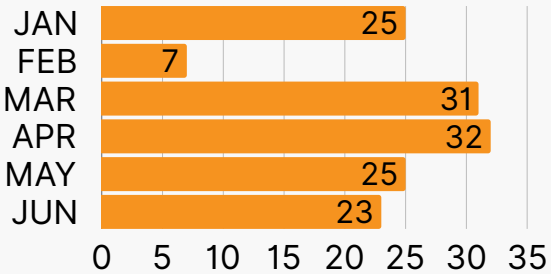
**77%** TESTED 770 WATER METERS
OF 2025 GOAL MET

**45%** REPLACED 227 WATER METERS
OF 2025 GOAL MET

**70%** 1368 VALVES EXCERCISED
OF 2025 GOAL MET

## WASTEWATER OPERATIONS

# OF PRETREATMENT INSPECTIONS




TOTAL OF INSPECTIONS 143

**80** MILLION GALLONS OF EFFLUENT DISTRIBUTED AS RECYCLE WATER

**814** MILLION GALLONS OF EFFLUENT DISCHARGED

**34** MILLION GALLONS OF SLUDGE SENT TO SOUTH PONDS

**26** MILLION GALLONS OF INFLUENT TREATED

**84**
PERMITTING OUTREACH

**5**
PRETREATMENT SAMPLES TAKEN

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.6 |
| SUBJECT: | Appropriation of Funds for the 2025 Clean Air Funds Grant Budget |

**Recommendation for Action**: Staff recommends that the City Council adopt Resolution No.___, authorizing a budget appropriation of $10,281.09 to Fund 1365 in Fiscal Year 2025/26 for the Clean Air Funds Grant.

**Staff Contact**:
Amanda Portier, (530) 661-5920, amanda.portier@cityofwoodland.gov

**Fiscal Impact**:
This action will result in a 2025 Clean Air Funds Grant appropriation of $10,281.09 to Fund 1365. The appropriation will be offset by grant funds awarded to the City of Woodland by the Yolo-Solano Air Quality Management District (YSAQMD).

**Background**:
In Spring 2025, staff submitted an application to YSAQMD for the 2025 Clean Air Funds Program cycle. The application was successful, and YSAQMD awarded the City a Clean Air Funds Grant in the amount of $10,281.09 to install bike racks at the new Woodland Aquatic Center.

**Discussion**:
The City of Woodland was awarded funding to install bicycle racks with the capacity to store 20 bikes at the new Woodland Aquatic Center. Installing bike racks will expand opportunities for and encourage ridership in the City, reducing congestion and air pollution while increasing community health and well-being.

The City is committed to expanding bike infrastructure to meet sustainability goals and increase alternative transportation options. In March 2024, the City adopted an Active Transportation Plan to further promote active transit projects and investment. This plan included a new Woodland Bike Loop, which staff are using the 2023 Clean Air Funds to formally mark and promote the loop. Additionally, the City has recently invested significant time and resources in bike infrastructure, such as the bike and pedestrian overcrossing over State Route 113 and excellent bike lanes along Gibson and East Main Street, Woodland's two main arterials. In addition, staff used 2024 Clean Air Funds to install 3 bike lockers at City Hall.

The new Woodland Aquatic Center represents an ideal opportunity to further progress the City's sustainability efforts by installing bike racks. This will encourage pool patrons to replace a typical car trip with a bicycle ride knowing that their bicycle will be securely stored.

**Conclusion**:
Staff recommends that the City Council adopt Resolution No.___, authorizing a budget appropriation of $10,281.09 to Fund 1365 in Fiscal Year 2025/26 for the Clean Air Funds Grant.

Ken Hiatt
City Manager

**Attachments:**

1. City of Woodland Clean Air Funds 2025 Agreement
2. Proposed Resolution - Clean Air Funds 2025 Grant Appropriation

**AGREEMENT NO. 25-18 SUMMARY FORM**
(Agreement Regarding Use of Clean Air Funds)

SUMMARY PAGE (For Reference Only)

| **CONTRACTOR Information:** | |
|---|---|
| CONTRACTOR Name: | City of Woodland |
| CONTRACTOR Mailing Address: | 300 First Street, Woodland, CA 95695 |
| CONTRACTOR Email: | amanda.portier@cityofwoodland.gov |
| CONTRACTOR Phone Number | 530-661-6920 |

| **DISTRICT Information:** | |
|---|---|
| Direct Inquiries To: | Clean Air Funds Program Administrator |
| CONTRACTOR Mailing Address: | 1947 Galileo Court, Suite 103, Davis, CA 95618 |
| CONTRACTOR Email: | cleanair@ysaqmd.org |
| CONTRACTOR Phone Number | 530-757-3650 |

| **Project Details:** |
|---|
| Install bike racks at the new Woodland Aquatic Center providing storage for twenty (20) bikes. |

**Reporting Requirements:**

**Submit final report to cleanair@ysaqmd.org within thirty (30) days of project completion.**

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.
3. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any Project scope changes from original application along with written approval from DISTRICT permitting these changes
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.
8. Provide high-quality photos of PROJECT.
9. Provide any PROJECT OUTCOMES.

**Branding and Promotion Requirements:**

- **Events:** Email cleanair@ysaqmd.org inviting a District representative to **all** public events relating to this project.
- **Public Acknowledgement:**
  - Acknowledge District as funder of project in **all** public communications, outreach materials, and media related to the project.
  - Attach "Funded in part by the Yolo-Solano Air Quality Management District" sticker or signage (provided by DISTRICT) to all equipment funded through this project.

**AGREEMENT NO. 25-18**

(Agreement Regarding Use of Clean Air Funds)

**Agreement between the Yolo-Solano Air Quality Management District and the City of Woodland**

**THIS AGREEMENT ("Agreement")** is made and entered into as of July 18, 2025 ("Effective Date") between the Yolo-Solano Air Quality Management District, a public agency of the State of California ("DISTRICT") and the City of Woodland, a local government agency ("CONTRACTOR"), jointly referred to as the "Parties" herein.

**RECITALS**

**WHEREAS,** under AB 2766 (Health and Safety Code section 44220 *et seq.*) the DISTRICT has levied a $4.00 fee on motor vehicles registered within the DISTRICT; and

**WHEREAS,** pursuant to AB 2766 the monies collected under the motor vehicle fees must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

**WHEREAS,** the DISTRICT also receives Solano County Property Tax monies collected from the northeast portion of Solano County and are using these funds toward the Clean Air Funds Program; and

**WHEREAS,** CONTRACTOR has requested that the DISTRICT provide AB 2766 and/or Solano County Property Tax monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement; and

**WHEREAS,** CONTRACTOR has represented to the DISTRICT that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

**WHEREAS,** DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of the Clean Air Funds Program in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, the Board of Directors of DISTRICT authorized a grant in the amount of **$10,281.09** to CONTRACTOR for the project(s) described in Exhibit A.

**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Obligations of CONTRACTOR:**
   A. CONTRACTOR shall fully and properly complete the project(s) described in Exhibit A ("PROJECT"), attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.

   B. CONTRACTOR shall update DISTRICT on the status of implementation of PROJECT no later than six (6) months from date of this Agreement and every six (6) months thereafter until PROJECT is completed.

   C. CONTRACTOR shall notify DISTRICT within thirty (30) days following the completion of the project(s) described in Exhibit A, attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.

D. CONTRACTOR's responsibility and obligations for the PROJECT shall not be assigned to another party unless prior written approval has been received from District per Section 11 below or this Agreement is otherwise amended as prescribed by Section 12.

E. For projects for which the DISTRICT is not providing complete funding, no later than December 31, 2025, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the PROJECT outlined in Exhibit A and the Cost Schedule attached hereto as Exhibit B and incorporated herein by this reference. Written evidence of such funding commitments shall be provided to the DISTRICT Air Pollution Control Officer ("APCO"), or designee, in a form satisfactory to the APCO prior to the payment of any DISTRICT grant monies authorized by the DISTRICT Board pursuant to this Agreement. In the event that the requirements of this Paragraph are not met, DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.

F. CONTRACTOR will invite DISTRICT to all public events relating to PROJECT.

G. CONTRACTOR agrees to have "Funded in part by the Yolo-Solano Air Quality Management District" sticker attached to all new equipment funded through the PROJECT.

H. The CONTRACTOR shall acknowledge the DISTRICT as a funder of PROJECT in all public information materials and include the DISTRICT'S name and logo as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the PROJECT. Prior to public release, all public information materials featuring DISTRICT's name, logo, or funding acknowledgement must be submitted to DISTRICT for review and written approval.

I. If CONTRACTOR has social media channels, a website, or newsletters, they must share a photo of the completed project after "Funded in part by the Yolo-Solano Air Quality Management District" sticker has been attached by DISTRICT and include acknowledgement of DISTRICT's funding in at least one platform.

J. Without cost to DISTRICT, CONTRACTOR shall furnish and, as necessary, obtain all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner the PROJECT.

K. CONTRACTOR will coordinate inspection of completed PROJECT with DISTRICT within thirty (30) days of PROJECT completion.

L. No later than thirty (30) days following the completion of the PROJECT, CONTRACTOR shall provide DISTRICT with a final written report containing the information set forth in Exhibit C, attached hereto and incorporated herein by this reference. This final report shall contain such detail as required by the APCO, or designee, and shall include any illustrations and graphs necessary to document the work performed and all reductions of mobile source air pollution emissions resulting from the implementation of the PROJECT.

M. Failure to comply with the requirements of this Agreement and failure to provide the final written report within thirty (30) days of project completion may disqualify CONTRACTOR from receiving future DISTRICT grants funds.

CONTRACTORS' Initials

N. All unspent grant monies paid to CONTRACTOR at the signing of this Agreement not used by the termination date shall be returned to the DISTRICT with a written report explaining in detail the reason for the unused portion within thirty (30) days of the termination date of this Agreement.

CONTRACTORS' Initials

**2. Obligations of DISTRICT:**

A. DISTRICT shall pay CONTRACTOR an amount not to exceed **$10,281.09** in accordance with Exhibit B, subject to all the following limitations and requirements:

1) CONTRACTOR has obtained all the additional funding anticipated by Paragraph 1.E. of this Agreement and provided documentation to DISTRICT.
2) CONTRACTOR has obtained all required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT.
3) Labor, equipment, material, supply costs and other charges are in conformance with requirements of Exhibit B.
4) No component of the monies to be paid by DISTRICT to CONTRACTOR is for grant administration or any interest costs.
5) DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of the PROJECT unless such reimbursement is specifically authorized in Exhibit B.

B. Except for the payment obligations set forth in Paragraph 2.A. of the Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement.

**3. Term and Termination:**

A. The term of the Agreement is from the Effective Date to June 30, 2030 unless terminated earlier as provided below, or extended by an amendment of this Agreement as provided for in Section 12. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Agreement is fully executed. In no event shall the Project Life be less than five (5) years from the end of the project term unless terminated earlier as provided below. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.

B. It shall be considered a material breach should any party fail to fully comply with their obligations and responsibilities as set forth in this. The non-breaching party shall notify the breaching party in writing of the material breach and request it cured within fifteen (15) calendar days. If the breach is not cured within fifteen (15) calendar days, the non-breaching party may immediately terminate this Agreement by giving written notice to the breaching party. Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party shall have the right to seek any and all remedies provided by law or equity.

C. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT Board of Directors or the Air Pollution Control Officer (APCO) determines that CONTRACTOR'S undertaking of the PROJECT directly and significantly jeopardizes the health, safety or welfare of any person.

//

D. For terminations prior to the date set in Paragraph 3.A.:
   1) Upon termination for reasons other than a breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement CONTRACTOR shall be entitled to retain all grant monies used through the effective date of the termination provided that within thirty (30) calendar days of the effective date CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C along with any unused monies paid to the CONTRACTOR at the signing of this Agreement.

   2) If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, then, within thirty (30) calendar days of the effective date of termination, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement.

**4. Insurance:**

A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Paragraph 5 of this Agreement, CONTRACTOR shall maintain in force at all time during the term of the Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit D attached hereto and incorporated herein by this reference.

B. The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the Risk Manager of DISTRICT.

**5. CONTRACTORS' Responsibilities:**

A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. This Section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. CONTRACTOR and/or SUBCONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Any SUBCONTRACTOR agrees to be bound to the CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-SUBCONTRACTOR to the extent they apply to the scope of the Sub-SUBCONTRACTOR's work. A copy of this Agreement's Indemnity and Insurance provisions shall be furnished to the SUBCONTRACTOR upon request.

D. In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to the District Counsel.

6. **Non-discrimination in Services and Benefits:** CONTRACTOR certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap in accordance with federal, state, or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap include by are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap of the participants to be served.

7. **Notices:**
   A. All notices shall be deemed to have been given when made in writing and delivered or mailed to DISTRICT and CONTRACTOR at their respective addresses as follows:

| To DISTRICT | To CONTRACTOR |
|---|---|
| Yolo-Solano Air Quality Management District | City of Woodland |
| Attn: APCO | Attn: Amanda Portier |
| 1947 Galileo Court, Suite 103 | 300 First Street |
| Davis, CA 95618 | Woodland, CA 95695 |

   B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines and/or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers and/or email addresses are used:

| To DISTRICT | To CONTRACTOR |
|---|---|
| Fax: (530) 757-3670 | Fax: |
| Email: cleanair@ysaqmd.org | Email: amanda.portier@cityofwoodland.gov |

   C. Any party may change the address, facsimile number and/or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

   D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth ($5^{th}$) day following deposit in the mail if sent by first class mail.

8. **Conflict of Interest:**
   A. CONTRACTOR shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title

1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR'S obligations and responsibilities hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until CONTRACTOR completes performance of the obligations and responsibilities required of it under this Agreement.

C. CONTRACTOR agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, CONTRACTOR will immediately inform the DISTRICT and provide all information needed for resolution of the question.

9. **Status of Contractor:**
   A. It is understood and agreed by the Parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the DISTRICT and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONTRACTOR hereby indemnifies and holds the DISTRICT harmless from any and all claims that may be made against the DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

   B. It is further understood and agreed by the Parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligation whatsoever.

   C. It is further understood and agreed by the Parties hereto that CONTRACTOR must issue any and all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

10. **Records:**
    A. CONTRACTOR shall maintain complete and accurate work performance records concerning the PROJECT, the time periods for the completion of the PROJECT and the identity of all person(s) employed in the completion of the PROJECT.

    B. CONTRACTOR shall make such records available for inspection by authorized representatives of DISTRICT at any reasonable time during the performance of this Agreement and for four (4) years from and after the date of final payment.

    C. At least thirty (30) calendar days prior to any destruction of these records at any time CONTRACTOR shall notify the DISTRICT. Upon such notification, the DISTRICT shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT for further retention.

11. **Assignment:** This Agreement is not assignable by CONTRACTOR in whole or in part without the express written consent of the APCO. In addition, CONTRACTOR shall not subcontract any portion of the obligations or responsibilities of the Agreement, including the performance of the PROJECT, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR is assigned or subcontracted, the assignor(s) and/or subcontractor(s) shall maintain the

same insurance as required of CONTRACTOR by the Agreement. CONTRACTOR shall be fully responsible to DISTRICT for all work undertaken by subcontractors.

12. **Amendment:** This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.

13. **Waiver:** The waiver by the DISTRICT or any of its officers, agents or employees or the failure of the DISTRICT or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of the Agreement shall not be deemed to be a waiver of such obligations or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. All conditions, covenants and obligations continue to apply no matter how often DISTRICT may choose to excuse a failure to perform them.

14. **Applicable Laws:** In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable federal, state, and DISTRICT statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State court located in Woodland, California.

15. **Disputes:** Any dispute arising under this Agreement shall be decided by the APCO who shall put his or her decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the APCO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR; CONTRACTOR appeals the decision in writing to the DISTRICT Board of Directors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting CONTRACTOR'S position. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the DISTRICT Board at a regular Board meeting. Pending a final decision of the dispute, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the APCO's decision. The decision of the DISTRICT Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.

16. **Covenant Against Contingent Fees:** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Public Records Act:** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

18. **Statutory Limitations:** This Agreement and any payments to CONTRACTOR hereunder are subject to the provisions and limitations imposed by the Health and Safety Code, including Section 44220, on the use of funds received as a result of the State Department of Motor Vehicles surcharge, and on any limitations on the use of AB 8 funds. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the Health & Safety Code. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the Health & Safety Code or AB 8.

19. **Authorized Representative:** The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he or she has the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understands that the DISTRICT is relying on this representation in entering into this Agreement.

20. **Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.

21. **Additional Provisions:**

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.

B. Except where specifically stated otherwise in this document, the promises in this Agreement benefit the DISTRICT and CONTRACTOR only. They are not intended to, nor shall they be interpreted or implied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the Parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. The complete Agreement shall include the following exhibits, attached hereto and incorporated herein:

Exhibit A – Work Statement
Exhibit B – Cost Schedule
Exhibit C – Final Report Format
Exhibit D – Insurance Requirements

The Parties shall each comply with all the terms and conditions set forth in these Exhibits. In the event of any conflict between any of the provisions of this Agreement, including exhibits, the provision that requires the highest level of performance from CONTRACTOR for DISTRICT's benefit shall prevail.

22. **Entire Agreement:** This Agreement constitutes the entire agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreement, whether written or oral. In the event of a dispute between the Parties as to the language of the 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,** the Parties hereto have executed this Agreement as of the Effective Date.

**DISTRICT**
Yolo-Solano Air Quality Management District

Gretchen Bennitt

Gretchen Bennitt, Executive Director/APCO

**CONTRACTOR**
City of Woodland

Spencer Bowen, Communications & Strategic Policies Manager

**EXHIBIT A**

Work Statement

| |
|---|
| Install bike racks at the new Woodland Aquatic Center providing storage for twenty (20) bikes. |

All changes to the PROJECT after application approval must have prior written approval by the District before the PROJECT begins.

**Exhibit B**

Cost Schedule

| **Project Information** | |
|---|---|
| Applicant: | City of Woodland |
| Project Title: | Woodland Aquatic Center Bike Rack Project |
| Total Project Amount: | $11,281.09 |
| Total Awarded by DISTRICT: | $10,281.09 |

| **Project Timeline** | |
|---|---|
| Proposed Start Date: | July 2025 |
| Proposed Implementation Date: | July 2025 |
| Proposed Project Completion Date: | October 2025 |
| Final Report Due: | November 30, 2025 |
| Project Life (years): | 20 |

| **Activity Breakdown** | | | | |
|---|---|---|---|---|
| Period | | Activity Description | Expense | |
| Start Date | End Date | | | |
| July 2025 | Oct. 2025 | Site preparation and bike rack installation | $ | 10,281.09 |
| July 2025 | Feb. 2026 | Personnel | $ | 1,000.00 |
| | | | $ | |
| | | | | |
| | | **Total Expenses:** | **$** | **11,281.09** |

| **Total Budget Breakdown** | | | | | | |
|---|---|---|---|---|---|---|
| | YSAQMD Grant: | | Match Funding: | | Total: | |
| Capital: | $ | 10,281.09 | $ | 0.00 | $ | 10,281.09 |
| Personnel: | $ | 0.00 | $ | 1,000.00 | $ | 1,000.00 |
| Totals: | $ | 10,281.09 | $ | 1,000.00 | $ | 11,281.09 |

**EXHIBIT C**

Final Report Format

The general format for the final report should include the following items as detailed below. Failure to provide the final report within thirty (30) days of project completion may disqualify the CONTRACTOR from receiving future DISTRICT grant funds.

1. Cover, title page, and agreement number
2. Description of PROJECT as it was implemented;
3. Copies of paid invoices;
4. High quality promotional photo of the project.

In addition to the general format, the following items should be included for the specific category as listed below:

ALTERNATIVE TRANSPORTATION

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.
3. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any Project scope changes from original application along with written approval from DISTRICT permitting these changes
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.
8. Provide high-quality photos of PROJECT.
9. Provide any PROJECT OUTCOMES.

**EXHIBIT D**

Insurance Requirements

1. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

   A. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

      1) Comprehensive General Liability – $2,000,000/occurrence and $4,000,000/aggregate that applies separately to this project (ISO CG 25 03 or 25 04). Thie policy shall not contain any exclusions contrary to the Agreement including but not limited to endorsements or provisions limited coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
      2) Automobile Liability – $1,000,000/occurrence (general) and $500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
      3) Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

   B. The DISTRICT, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation.
      1) The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the DISTRICT's or self-insurance and shall be at least as broad as CG 20 01 04 13.
      2) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT's self-insurance shall be called upon to protect it as a named insured.

         It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

2. Other Insurance Provisions

   A. **Additional Insured Status** - The District, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

B. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

C. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

D. **Waiver of Subrogation** – Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractors may acquire against the District by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

1) The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.
2) Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the District specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
3) The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
4) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the District. All self-insured retentions (SIR) must be disclosed for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the District.
5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.
6) The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
7) For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

3. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the District with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the District before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

4. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

5. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the District in the same manner and to the same extent as Contractor is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the District. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

6. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

# City of Woodland CAF Agreement

Final Audit Report 2025-08-18

| | |
|---|---|
| Created: | 2025-08-11 |
| By: | Eden Winniford (ewinniford@ysaqmd.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4g2CFMWftv-H9kgdKJmGi08AkBC4Iui4 |

## "City of Woodland CAF Agreement" History

Document created by Eden Winniford (ewinniford@ysaqmd.org)
2025-08-11 - 8:59:20 PM GMT

Document emailed to Gretchen Bennitt (gbennitt@ysaqmd.org) for signature
2025-08-11 - 8:59:30 PM GMT

Email viewed by Gretchen Bennitt (gbennitt@ysaqmd.org)
2025-08-18 - 10:09:00 PM GMT

Document e-signed by Gretchen Bennitt (gbennitt@ysaqmd.org)
Signature Date: 2025-08-18 - 10:09:23 PM GMT - Time Source: server

Agreement completed.
2025-08-18 - 10:09:23 PM GMT

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2025/26 CLEAN AIR FUNDS GRANT BUDGET**

**WHEREAS,** the Yolo-Solano Air Quality Management District (YSAQMD) awarded the City of Woodland a Clean Air Funds Grant in the amount of $10,281.09 for the Woodland Aquatic Center Bike Rack Project; and

**WHEREAS,** City staff wish to appropriate $10,281.09 for the Fiscal Year 2025/26 Clean Air Funds Grant budget; and

**WHEREAS,** the funding will be offset by grant funds awarded to the City of Woodland by the YSAQMD.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

SECTION 1: The City Council hereby authorizes the appropriation of $10,281.09 to Fund 1365 in Fiscal Year 2025/26 for the Clean Air Funds Grant.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 2nd day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Marissa Kersey, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.7 |
| SUBJECT: | Authorize the Purchase and Appropriate Funds for One New Vehicle for the Pool Facilities Technician and Six (6) Replacement EV Lawn Mowers. |

**Recommendation for Action**: Staff recommends that the City Council approve Resolution No. _____,

1. Authorizing the appropriation of $40,000 in the Equipment Replacement Fund (2012) for the purchase of a new vehicle for the recently adopted position of Pool Facilities Technician at the Community Services Department (CSD);
2. Authorizing the appropriation of $132,434.96 in the Equipment Replacement Fund (2012) from collected reserved balances for the replacement purchases of equipment numbers #792, #813, #814, #815, #843 and #844 with six (6) new EV Lawn Mowers; and
3. Approving the equipment purchase contract totaling $132,434.96 for the purchase of six (6) EV mowers, and authorizing the City Manager to execute the contract.

**Staff Contact**:
Reece Ulrich, Fleet and Facilities Manager, (530) 661-5828, reece.ulrich@cityofwoodland.gov

**Fiscal Impact**:
The City purchases all new and replacement vehicles from one City fund, the Vehicle Replacement Fund (Fund 2012). Funds to complete these purchases are accumulated in this fund either through annual contributions toward future replacement, or from one-time appropriations for additions to the City's overall fleet.

The funds to buy the new vehicle for the additional Pool Facilities Technician position were approved as part of the annual Measure F spending plan and FY25/26 budget process. The Measure F funds will be transferred to the Vehicle Replacement Fund, but the requested $40,000 appropriation is necessary to complete the actual purchase of the vehicle. The appropriation for CSD lawn mower replacement of equipment #792, #813, #814, #815, #843 and #844 will be covered by reserve balances that exist within the Vehicle Replacement Fund and were collected there specifically for the purpose of purchasing replacement vehicles.

**Background**:
The Woodland Aquatic Center is currently under construction and is scheduled to open in January 2026. To support the operation and upkeep of this new facility, the City Council previously approved the addition of a Pool & Recreation Facilities Technician position within CSD. This position will be responsible for maintaining the new aquatic center and other recreation facilities. To perform these duties effectively, the position requires the use of a dedicated City vehicle capable of transporting tools, supplies, and equipment to various locations. Funding for this vehicle was approved with the Measure F spending plan and will be transferred into the Equipment Replacement Fund (2012) for this purpose.

The Woodland Cemetery encompasses 23.5 acres and holds significant historical and cultural

importance to the community. Due to the sensitive nature of the site, cemetery maintenance is not contracted out as with other City parks and landscaped areas. Instead, all work is conducted exclusively by trained City staff to ensure the highest level of care and respect. Specialized equipment, including electric mowers, is required to maintain the grounds in a manner consistent with City standards and environmental goals.

**Discussion**:
The allocation of Measure F funding to equip the newly created Pool & Recreation Facilities Technician position with a dedicated vehicle will ensure operational readiness when the Woodland Aquatic Center opens in January 2026. A dedicated vehicle will enable the Technician to effectively perform proactive and responsive maintenance needs, transport specialized tools, and support the upkeep of recreation facilities without impacting the availability of other departmental vehicles. This proactive investment ensures the position is fully equipped from the outset to meet the high standards of service expected for City facilities.

The acquisition of six (6) electric lawn mowers for the Woodland Cemetery will enhance CSD's ability to maintain the site while supporting the City's sustainability goals. Electric mowers provide a cleaner, quieter alternative to gas-powered equipment, reducing emissions and noise in a sensitive setting. The size and complexity of the 23.5-acre cemetery require equipment that is both efficient and precise, enabling staff to work effectively while preserving the dignity of the site.

This initiative also reflects the City's long-standing commitment to environmental sustainability. Over the past 9–10 years, the gas-powered mowers used at the cemetery have averaged $20,000 to $30,000 in maintenance costs per mower. In contrast, CSD's current electric lawn mower (Unit 8-602) has incurred less than $1,000 in maintenance costs over the past four years. This comparison demonstrates tangible cost savings and operational efficiency gained by transitioning to electric equipment.

The six (6) new electric mowers, costing $132,434.96 to purchase outright, will replace six (6) current gas-powered mowers. This purchase supports City policies, reduces long-term costs, and advances the City's climate action and sustainability goals.

**Conclusion**: Staff recommends that the City Council approve Resolution No. _____,

1. Authorizing the appropriation of $40,000 in the Equipment Replacement Fund (2012) for the purchase of a new vehicle for the recently adopted position of Pool Facilities Technician at the Community Services Department (CSD);
2. Authorizing the appropriation of $132,434.96 in the Equipment Replacement Fund (2012) from collected reserved balances for the replacement purchases of equipment numbers #792, #813, #814, #815, #843 and #844 with six (6) new EV Lawn Mowers; and
3. Approving the equipment purchase contract totaling $132,434.96 for the purchase of six (6) EV mowers, and authorizing the City Manager to execute the contract.

Prepared by: Courtney Morgan, Management Analyst

Reviewed by: Reece Ulrich, Fleet and Facilities Manager

Ken Hiatt
City Manager

**Attachments:**

1. Proposed Resolution - CSD Vehicle Purchases

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION IN THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF A VEHICLE FOR THE POOL AND RECREATION FACILITIES TECHNICIAN POSITION AND APPROVING THE APPROPRIATION OF RESERVED BALANCES AND THE PURCHASE OF SIX (6) ELECTRIC LAWN MOWERS FOR THE COMMUNITY SERVICES DEPARTMENT**

**WHEREAS,** the South East Area (SEA) Pool is currently under construction and is scheduled to open in January 2026; and

**WHEREAS**, the City Council previously approved the addition of a Pool & Recreation Facilities Technician position within the Community Services Department (CSD) to maintain the SEA Pool and other recreation facilities; and

**WHEREAS**, the position requires the use of a dedicated City vehicle to perform maintenance duties effectively, and $40,000 from the Measure F (1507) revenues were appropriated in the FY25/26 budget and will be transferred into the Equipment Replacement Fund (2012) for this purpose; and

**WHEREAS**, purchase of the vehicle requires appropriation of $40,000 in the Equipment Replacement Fund (Fund 2012); and

**WHEREAS**, the Woodland Cemetery encompasses 23.5 acres and, due to its historical and cultural significance, is maintained exclusively by City staff; and

**WHEREAS,** specialized equipment, including electric mowers, is required to maintain the Cemetery grounds in a manner consistent with City standards and sustainability goals; and

**WHEREAS,** the City Council, through a 2014 agenda adoption of Strategy T/LU-6: Reduced Emissions from Vehicle Idling and Other Equipment, committed to reducing the use of small gas-powered equipment, minimizing vehicle idling, and complying with state regulations that limit idling times for trucks and heavy equipment; and

**WHEREAS,** over the past 9–10 years, maintenance costs for gas-powered mowers used at the Cemetery have totaled approximately $20,000 to $30,000 per mower, while the Community Center Electric Lawn Mower (Unit 8-602) has incurred less than $1,000 in maintenance costs over the past four years, demonstrating significant cost savings and operational benefits from electric equipment; and

**WHEREAS,** the six (6) new electric mowers will replace six (6) current gas-powered mowers, furthering the City's sustainability and cost-reduction goals; and

**WHEREAS**, the Equipment Replacement Fund has collected sufficient monies to complete the purchase of these replacement mowers.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

SECTION 1**.** The appropriation of $40,000 in the Equipment Replacement Fund (2012) for the purchase of a new vehicle for the recently adopted position of Pool Facilities Technician at CSD is hereby authorized.

SECTION 2**.** The appropriation of $132,434.96 in the Equipment Replacement Fund (2012) from collected reserved balances for the replacement purchases of equipment #792, #813, #814, #815, #843 and #844 with six (6) new EV Lawn Mowers is hereby authorized.

SECTION 3**.** The equipment purchase contract totaling $132,434.96 for the purchase of six (6) EV mowers is approved and the City Manager is authorized to execute the contract.

P**ASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 2nd day of September 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Marissa Kersey, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 2, 2025
ITEM #: F.8
SUBJECT: Increase Construction Contingency for the Downtown Parking Lot Rehabilitation Project, CIP 24-09, and First Street Parking Lot Rehabilitation Project, CIP 24-13

**Recommendation for Action**:
Staff recommends that the City Council adopt Resolution No. _____ to approve an increase in construction contract contingency up to $251,672.97 for a total contract amount of up to $628,245.16 for the Downtown Parking Lot Rehabilitation Project (CIP 24-09) and the First Street Parking Lot Rehabilitation Project (CIP 24-13).

**Staff Contact**:
Sara Andreotti, Engineering Assistant, (530) 661-5951, sara.andreotti@cityofwoodland.gov

**Fiscal Impact**:
The projects are included in the current Capital Budget as CIP 24-09 and CIP 24-13, with a combined total budget of $1,325,000. The funding for the projects is entirely Measure F, including $575,000 for CIP 24-09 and $750,000 for CIP 24-13. This allocation of increased contingency is within both the approved Capital Budget and the Measure F Spending Plan.

**Background**:
On July 15, 2025, City Council awarded the construction contract for CIP 24-09 and CIP 24-13 to JB-TC Ventures LLC (dba JB Bostick Company) in the amount of $376,572.19, with an authorized contingency of up to 20% ($75,314.44). JB Bostick's bid was approximately $350,000 below the engineer's estimate and was determined to be the lowest responsive, responsible bid.

**Discussion**:
The proposed change order will adjust the project scope to replace the asphalt surface seal treatment in the parking stalls with an asphalt grind and overlay similar to what will be performed in the drive aisles. This results in the entirety of both parking lots receiving a grind and a new surface layer of asphalt, providing an improved finished product and extending the service life of the parking lots.

The work included in this change is an expansion of a work type and performance method that was bid as part of the original project scope. Re-bidding of this project with the adjusted scope, or bidding this area as an entirely separate project, is not in the public interest and does not serve the public welfare as the project was formally, publicly bid and all bidders had an opportunity to provide a competitive bid price for this work and further competitive bidding would be unavailing and competitive proposals do not produce any advantage. Further, there would be no beneficial impact to the process and there would be no fiscal advantage as the current contractor is already mobilizing to perform this work on other areas of the project.

This change is entirely within the approved capital budget and funding available for this project. However, it exceeds the previously approved contract contingency. If approved, the total contingency of $251,672.97 would include the change order amount of $176,358.53 and the previously authorized

contingency amount of $75,314.44. This results in a revised construction contract total not to exceed $628,245.16.

**Conclusion**:
Staff recommends that the City Council adopt Resolution No. _____ to approve an increase in construction contract contingency up to $251,672.97 for a total contract amount of up to $628,245.16 for the Downtown Parking Lot Rehabilitation Project (CIP 24-09) and the First Street Parking Lot Rehabilitation Project (CIP 24-13).

Prepared by: Sara Andreotti, Engineering Assistant

Reviewed by: Katie Wurzel, Principal Civil Engineer

Ken Hiatt
City Manager

**Attachments:**
1. CIP 24-09 and CIP 24-13 Project Limits
2. Proposed Resolution - Increase Construction Contingency 24-09

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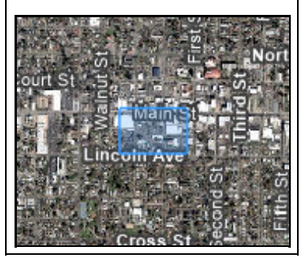
# Downtown Parking Lot Rehabilitation Project, CIP 24-09

CITY OF WOODLAND CALIFORNIA

Legend

Project Limits



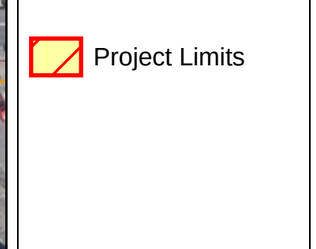

Notes

CITY OF WOODLAND CALIFORNIA

# First Street Parking Lot Rehabilitation Project, CIP 24-09

Legend

Project Limits




Notes

0 300 600 ft

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INCREASING THE CONSTRUCTION CONTINGENCY FOR THE DOWNTOWN PARKING LOT REHABILITATION PROJECT (CIP 24-09) AND FIRST STREET PARKING LOT REHABILITATION PROJECT (CIP 24-13)**

**WHEREAS,** the City of Woodland has funding in the Capital Budget for the Downtown Parking Lot Rehabilitation Project, CIP 24-09, and the First Street Parking Lot Rehabilitation Project, CIP 24-13 (the "Project"); and

**WHEREAS**, the City Council approved the plans and specifications and authorized bid advertisement on May 13, 2025; and

**WHEREAS,** the City Council awarded the construction contract to JB Bostick Company as determined by their base bid amount of $ 376,572.19 on July 15,02025; and

**WHEREAS,** the City wishes to increase the construction contract contingency for the Downtown Parking Lot Rehabilitation Project (CIP 24-09) and the First Street Parking Lot Rehabilitation Project (CIP 24-13) from $75,314.44 to a total not to exceed a contingency amount of $251,672.97, resulting in a revised total construction contract not to exceed amount of $628,245.16 ; and

**WHEREAS,** the work included in this change is an expansion of a work type and performance method that was already bid as part of the original project scope; and

**WHEREAS,** "where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to obtain what is required and to observe such form, competitive bidding is not applicable." (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App. 3d 631, 636); and

**WHEREAS,** City staff has determined that bidding this area as an entirely separate project, is not in the public interest and does not serve the public welfare as the project was formally, publicly bid and all bidders had an opportunity to provide a competitive bid price for this work and further competitive bidding would be unavailing and competitive proposals do not produce any advantage; and

**WHEREAS,** City staff has determined that approving the proposed construction contract contingency increase to JB Bostick Company without further competitive solicitation is in the best interest of the City as guided by consideration of the public welfare for the foregoing reasons ("Staff Findings"); and

**WHEREAS,** the City Council wishes to approve the above-mentioned construction contract contingency and authorize the City Manager to execute contract changes through the adoption of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein in their entirety.

SECTION 2**.** The City Council adopts the Staff Findings as its own ("Council Findings").

SECTION 3. The City Council hereby approves the construction contract contingency in an amount not to exceed $251,672.97 for a total contract amount of up to $628,245.16 with JB Bostick Company.

SECTION 4. The City Manager is hereby authorized and directed to execute changes up to the authorized $251,672.97, subject to City Attorney approval, and the City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

P**ASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 2nd day of September 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Marissa Kersey, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.9 |
| SUBJECT: | Authorize Additional Conservation Coordinator Position and Appropriate Funding for the Environmental Compliance Fund |

**Recommendation for Action**: Staff recommends that the City Council approve Resolution No. ____ Approving Changes to the Authorized Full-Time Equivalent Positions for Fiscal Year 2025/26 and Appropriating $125,135 to the Environmental Compliance Fund (1365).

**Staff Contact**:
Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.gov

**Fiscal Impact**: At the time the fiscal year 2025/26 budget was approved, the WM Franchise Agreement and related user fees were not fully approved. Therefore, the Conservation Coordinator position was not included as part of the authorized full-time equivalent (FTE) position listing, nor were any funds appropriated in the budget. A full year of estimated salary and benefits for a Conservation Coordinator position is $125,135. Revenues to offset these costs were approved as a component of the franchise fee that WM will remit to the City each year.

**Discussion**: In 2016, California adopted Senate Bill (SB) 1383, which mandated local jurisdictions to implement a variety of new programs and services intended to divert organic waste materials away from landfill disposal. The primary objective of the law is to reduce the release of methane generated by decomposition of organic materials in landfills. Local government requirements in SB 1383 include residential and commercial organic waste collection and process, edible food recovery, public education and outreach, recordkeeping and reporting, and generator inspection and enforcement programs.

In April 2025, the City Council approved a new Solid Waste Franchise Agreement with WM. This agreement outlined a number of services that WM would provide to improve and expand services to its customers, as well as products and programs that are necessary for the City to be in compliance with State regulations, most notably the requirements to comply with the provisions of Senate Bill 1383.

A Proposition 218 process for the WM user rates was completed and approved in August 2025. The rates that were approved, which became effective September 1, 2025, include funding in support of City staffing to address the implementation and ongoing compliance and enforcement components of SB1383. Staff have determined that the appropriate full-time position needed to complete these tasks and operate the necessary programs is a Conservation Coordinator. The annual salary and benefits of this position are estimated at $125,135, and these additional expenses will be offset through receipt of the revised franchise payments agreed to by WM.

**Conclusion**:
Staff recommends that the City Council approve Resolution No. ____ Approving Changes to the Authorized Full-Time Equivalent Positions for Fiscal Year 2025/26 and Appropriating $125,135 to the Environmental Compliance Fund (1365).

Prepared by: Kim McKinney, Administrative Services Director

Ken Hiatt
City Manager

**Attachments:**

1. Proposed Resolution - Authorized FTE Change and Appropriation - Conservation Coord

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL YEAR 2025/26 AND APPROPRIATING $125,135 IN THE ENVIRONMENTAL COMPLIANCE FUND (1365)**

**WHEREAS** the City Council approved the new Solid Waste Franchise Agreement with WM on April 15, 2025; and

**WHEREAS** the Proposition 218 process to approve the user rates proposed in the WM agreement resulted in approval to implement new rates, effective September 1, 2025; and

**WHEREAS** the newly adopted rates for WM services includes costs associated with additional work to be completed by the City related to, among other services, ongoing compliance with SB1383; and

**WHEREAS** the fiscal year 2025/26 budget for the City of Woodland was approved and adopted by City Council on June 17, 2025; and

**WHEREAS** the approved budget included Council authorization of detailed Full-Time Equivalent positions, by classification; and

**WHEREAS**, due to implementation of new programs specifically outlined in the WM agreement, staff has identified a need to recommend a change to the authorized list of positions to include authorization to fill an additional Conservation Coordinator position; and

**WHERAS**, the fiscal year 2025/26 budget requires amendment to accommodate the costs associated with the additional Conservation Coordinator position.

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of woodland as follows:

SECTION 1. The authorized Full-time Equivalent listing is modified to increase the number of authorized Conservation Coordinator positions from two (2) to three (3).

SECTION 2. The budget for the Environmental Compliance Fund (Fund 1365) is hereby amended to increase appropriations by $125,135 for a full time Conservation Coordinator position.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 2nd day of September 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Marissa Kersey, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

| | |
|---|---|
| TO: | THE HONORABLE MAYOR AND CITY COUNCIL |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | F.10 |
| SUBJECT: | City Council Meeting Minutes of August 19, 2025 |

**Recommendation for Action**: Staff recommend the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 19, 2025.

**Staff Contact**:
Marissa Kersey, City Clerk, (530) 661-5806, marissa.kersey@cityofwoodland.gov

Ken Hiatt
City Manager

**Attachments:**
1. Draft Meeting Minutes for August 19, 2025

# City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

# Regular Meeting Minutes

## Tuesday, August 19, 2025

6:00 PM

## City Council

## CITY COUNCIL

## CLOSED SESSION
## 5:45 PM

### A. CALL TO ORDER

### B. CLOSED SESSION

1. Conference with Legal Counsel - Existing Litigation (Sec. 54956.9)
   Name of Case: Sierra Northern Railway v. California Department of Water Resources, et al., (Yolo County Superior Court Case No. CV2022-0479)

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

### C. CALL TO ORDER
**Meeting called to order at 6:02 PM.**

### D. ROLL CALL
**Council Members Present: Members Moreno, Garcia-Cadena, Vega, Mayor Pro Tem Stallard, and Mayor Lansburgh**
**Absent: None**

### E. PLEDGE OF ALLEGIANCE
**Pledge of Allegiance led by Mayor Lansburgh**

***Land Acknowledgment Statement -*** *The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

### F. 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.gov. 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.*

2. 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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

**Mayor Lansburgh invited public comment. Speaking from the public was James Vorhees.**

**No further public comment was received.**

## G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

**Verbal updates provided by Council Members/Staff.**

3. SUBJECT: Long Range Calendar

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

**Received the Long Range Calendar for informational purposes only.**

## H. PRESENTATIONS

4. SUBJECT: 2025 Civic Fellowship Program Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the 2025 Civic Fellowship Program.

**Marketing and Business Relations Specialist Amanda Portier presented the item to Council along with the following Civic Fellowship Program Participants: Giselle Ayala Delgado, Maker Camp Coordinator; Tanika Anbuchelvan, Marketing and Communications Fellow; Zelewit Molla, Human Resources Fellow; Sharada Mahesh, Legislative and Administrative Services Fellow; Ana Carvajal, Crime Analyst and Community Engagement Fellow; Jennifer Gonzalez Loza, Public Outreach Fellow; Violet Oliver, Community Risk Reduction Educator; Crystal Guadalupe Mendez-Diaz, Summertime Fun Club Special Program Coordinator; and, Katharine Apicella, Housing and Community Development Analyst Fellow.**

## I. CONSENT CALENDAR

**Mayor Lansburgh invited public comment. No public comment was received.**

**On a motion by Councilmember Garcia-Cadena, seconded by Councilmember Vega and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 5, 6, 7, 8, 9, 11, 12, 13, 14, 15. Item number 10 was removed from Consent at the request of City Manager Ken Hiatt to be considered at a future date.**

**AYES: Members Moreno, Garcia-Cadena, Vega, Mayor Pro Tem Stallard, and Mayor Lansburgh**

**NOES: None**
**ABSENT: None**
**ABSTAIN: None**

5. SUBJECT: City Council Meeting Minutes of July 1, 2025, and July 15, 2025

   RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of July 1, 2025 and July 15, 2025.

**Adopted the minutes of the Joint Regular City Council/ Woodland Finance Authority Meetings of July 1, 2025 and July 15, 2025.**

6. SUBJECT: Parks and Recreation Commission Meeting Minutes for June 2025

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes from the June 23, 2025, Parks and Recreation Commission Meeting.

**Received the minutes from the June 23, 2025, Parks and Recreation Commission Meeting.**

7. SUBJECT: Traffic Signal EVP Upgrades Project, CIP 24-11; Approve Plans and Specifications and Authorize Bid Advertisement and Approve Project Specific Maintenance Agreement

   RECOMMENDATION FOR ACTION: Staff recommends that the Council adopt Resolution No. _____, 1.) Authorizing the City Manager to execute the Project Specific Maintenance Agreement (PSMA) with the State of California Department of Transportation (Caltrans) for the Traffic Signal EVP Upgrades Project, CIP 24-11, and 2.) Approving the project plans and specifications and authorizing bid advertisement for the Project.

**Adopted RESOLUTION NO. 8553 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.**

8. SUBJECT: Fire Apparatus Maintenance Contracts

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Contract with Golden State Emergency Vehicle Services, Inc for the maintenance and repair of fire apparatus; Resolution No. _____, authorizing the City Manager to execute a contract with Riverview International Trucks, LLC for the maintenance and repair of fire apparatus; and Resolution No. _____, authorizing the City Manager to execute a contract with United Fleet Maintenance for the maintenance and repair of fire apparatus.

**Adopted RESOLUTION NO. 8554 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GOLDEN STATE EMERGENCY VEHICLE SERVICES, INC FOR THE MAINTENANCE AND REPAIR OF FIRE APPARATUS, RESOLUTION NO. 8555 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RIVERVIEW INTERNATIONAL TRUCKS, LLC FOR THE MAINTENANCE AND REPAIR OF FIRE APPARATUS, and RESOLUTION NO. 8556 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNITED FLEET MAINTENANCE FOR THE MAINTENANCE AND REPAIR OF FIRE APPARATUS.**

9. SUBJECT: Increase in Construction Contingency for CIP 14-02, Water Pollution Asset Replacement (Headworks Screw Pump No. 2)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to approve an increase in construction contingency up to $129,480.72 for a total contract amount of up to $1,190,939.72 for CIP 14-02, Water Pollution Asset Replacement (Headworks Screw Pump No. 2)

**Adopted RESOLUTION NO. 8557 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE IN CONSTRUCTION CONTINGENCY FOR CIP 14-02, WATER POLLUTION ASSET REPLACEMENT (HEADWORKS SCREW PUMP NO. 2).**

10. Item 10 Removed - Appropriate Equipment Replacement Funds

11. SUBJECT: Request for authorization to execute a professional services agreement with Robertson-Bryan, Inc. (RBI) for regulatory and reporting assistance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a professional services agreement with Robertson-Bryan, Inc. (RBI) for the amount of $68,866.00 for professional regulatory and reporting assistance.

**Adopted RESOLUTION NO. 8558 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC. (RBI) FOR REGULATORY AND REPORTING ASSISTANCE.**

12. SUBJECT: Approval of the 2024-2025 Continuum of Care Grant Agreement with the U.S. Department of Housing and Urban Development and Subrecipient Agreement with the Yolo Wayfarer Center for the Grant (Permanent Supportive Housing through the U.S. Department of Housing and Urban Development's Continuum of Care Program).

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No._____, authorizing the City Manager to 1) execute Grant Agreement No. CA1423L9T212409 with U.S. Department of Housing and Urban Development (HUD) for the 2024-2025 Continuum of Care Program (Catalog of Federal Domestic Assistance No. 14.267) funded in the amount of $377,173 and 2) execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of $376,201.

**Adopted RESOLUTION NO. 8559 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND A SUBRECIPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR THE 2024-2025 CONTINUUM OF CARE PROGRAM GRANT.**

13. SUBJECT: Lower Cache Creek Flood Risk Reduction Project, CIP 22-16, and I-5/SR 113 Freeway to Freeway Connector, CIP 24-06: Approve Amendment #3 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation and Transportation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

adopt Resolution No. _____, authorizing Amendment #3 to extend the Ferguson Group agreement for an additional 16 months for an amount not to exceed $96,000.

**Adopted RESOLUTION NO. 8560 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #3 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD MITIGATION AND TRANSPORTATION IMPROVEMENTS.**

14. SUBJECT: Authorization to Submit Response to UC Agriculture and Natural Resources' RFP for The Plant @ California Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the City Manager, in partnership with the Woodland Research and Technology Park development team, to submit a response to University of California Agriculture and Natural Resources' Request for Proposal (RFP) for Site Selection for The Plant @ California project.

**Authorized the City Manager, in partnership with the Woodland Research and Technology Park development team, to submit a response to University of California Agriculture and Natural Resources' Request for Proposal (RFP) for Site Selection for The Plant @ California Project.**

15. SUBJECT: Job Description Modification - Recreation Coordinator

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the modified job description for the Recreation Coordinator.

**Approved the modified job description for the Recreation Coordinator.**

## J. REPORTS OF THE CITY MANAGER

16. SUBJECT: Fire Department Semi-Annual Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Semi-Annual Status Report for January-June 2025

**The item was presented by Fire Chief Eric Zane. Mayor Lansburgh opened public comment. No comments were received.**

**Council accepted the Fire Department Semi-Annual Status Report for January-June 2025.**

## K. ADJOURN

**Meeting adjourned at 7:08 PM in memory of former Community Services Director John Suhr.**

| | |
|---|---|
| TO: | THE MEMBERS OF THE PLANNING COMMISSION |
| AGENDA: | City Council Regular Meeting |
| DATE: | September 2, 2025 |
| ITEM #: | G.11 |
| SUBJECT: | Development Agreement with Pacific Coast Producers - 1376 Lemen Avenue |

**Recommendation for Action**: Staff recommends that the City Council hold a Public Hearing and take the following action:
Waive the First Reading and Introduce Ordinance No. _____, approving a Development Agreement by and between the City of Woodland and Pacific Coast Producers for the Lemen Avenue agricultural processing facility (1376 Lemen Avenue) and authorizing the execution of said agreement.

**Staff Contact**:
Erika Bumgardner, Deputy Community Development Director, (530) 661-5886, erika.bumgardner@cityofwoodland.gov

**Fiscal Impact**:
Processing costs for this application have been fully funded by the project applicant. If approved, the Development Agreement (DA) obligates Pacific Coast Producers (PCP) to provide both financial and in-kind community benefits, including:

- **Initial Payment:** $500,000 dedicated to City innovation initiatives and/or public safety improvements (deposited upon DA effective date).
- **Ongoing Annual Payment:** $200,000 per year (inflation-adjusted as defined in the DA) to support workforce development and economic innovation programs administered or sanctioned by the City.
- **In-Kind Improvements:** Facility screening and public art, sustainability upgrades, and site maintenance measures are described under “Community Contributions” below.

Annual payments are anticipated to offset staff time for monitoring and implementation. Additional details on Community Contributions is provided in the Discussion section.

**Background**:
On April 2, 2024, the City Council adopted a resolution confirming the legal nonconforming vested land right for the property at 1376 Lemen Avenue (Pacific Coast Producers).

“Vested land rights” are legally protected permissions that lock in the land-use rules for a property as of a specific date or agreement. They allow the approved use and improvements to continue for a defined term even if the City later changes its zoning or standards. These rights are limited to what the agreement authorizes, run with the land (they transfer with ownership), but do not waive compliance with generally applicable building, fire, environmental, and health-and-safety laws.

Tomato processing at the Woodland PCP facility began in the early 1940s when Alfred Morici acquired approximately 38 acres that were later annexed to the City and developed with canning and processing operations. Since annexation, the 38-acre site has remained in continuous use as a food processing facility.

Historically, the facility's operations conformed to City ordinances, including the 1938 ordinance permitting fruit/nut processing as a by-right use on non-residential property. Subsequent regulations— the 1949 code and the 1962 and 1966 zoning maps—designated the site Heavy Industrial. In the early 1990s, the zoning map again reflected an Industrial designation. Following a review of historical zoning, PCP identified April 2020 as the point at which a use permit requirement for Food Processing Industrial Uses was first introduced in the applicable zoning framework.

City staff and the City Attorney have reviewed the record and concur that, well before April 2020, PCP and its predecessors had engaged in substantial, continuous food processing operations for nearly 80 years and, while designated Heavy Industrial/Industrial, operated in conformance with then-applicable zoning.

In 2024, as part of the City's Comprehensive Zoning Ordinance Update, food processing at the site was re-established as a by-right permitted use.

Current and future operations at the PCP include multiple food preparation and packaging/canning lines with both interior and exterior processing facilities and associated ancillary operations, including wastewater disposal, warehousing and outdoor storage of pallets, bins, trailers, crates, and process-related construction materials and equipment, as well as supportive office and administrative uses. In addition, transportation to and from the facility and the parking and storage of semi-trucks, trailers, service vehicles, employee vehicles, and other vehicles are integral to the existing and future operation of the facility.

**Discussion**:
Agriculture and agricultural processing in the City and in the region as a whole is definitive of the City's history, and fundamental to the City's future. The majority of the growers associated with Pacific Coast Producers are based in Woodland, with 85% of the tomatoes processed by PCP grown within a 17-mile radius of the facility. The City is mindful that, just decades past, some of California's most productive farming communities and sustainable farming economies have been lost to urban development. Maintaining sites where agricultural products can be processed locally is essential to maintaining the farming character and economy of the City and the region.

The proposed Development Agreement between the City of Woodland and Pacific Coast Producers is intended to provide long-term operational certainty for PCP's existing agricultural processing facility while delivering sustained public benefit. The DA memorializes vested rights to continue current and future operations consistent with today's land use regulations for fifty-five (55) years, and it secures community contributions that advance City priorities related to economic development, workforce training, sustainability, public safety, and visual screening.

The Development Agreement provides regulatory certainty by vesting the land use regulations in effect on the agreement's effective date for the defined term, thereby reducing risk and encouraging continued capital investment, modernization, and sustainability upgrades at the facility. Land use regulations include, but are not limited to, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards.

The DA does not waive compliance with any building, fire, environmental, or other applicable state and federal requirements—or the City's generally applicable health and safety regulations—which remain fully enforceable. It also aligns the project with the City's General Plan and Climate Action Plan by committing to targeted sustainability and infrastructure improvements. The agreement secures recurring community investment through both annual financial contributions and in-kind enhancements.

**Key Provisions of the Development Agreement**

1. **Term & Vesting**
    - **55-year term** from the DA effective date.
    - Vests rights for current and future facility operations as defined in the DA, including 24/7 seasonal operations, outdoor storage, truck parking, and on-site wastewater treatment, subject to applicable permits and performance standards.
2. **Applicable Regulations / Land Use Protections**
    - Land use regulations in effect on the DA effective date will govern the vested uses.
    - No additional discretionary land use approvals (e.g., conditional use permits) are required for continued or expanded operations within the DA's defined scope.
    - Compliance with generally applicable building, fire, environmental, and operational regulations remains required.
3. **Community Contributions**
    - **Initial Payment:** PCP shall make an initial payment of Five Hundred Thousand Dollars ($500,000) to the City within thirty (30) days of the recordation date of the DA. The initial payment shall be allocated towards investments that accelerate innovation benefiting Woodland's evolving food, agriculture, and life science economy and/or improve public safety equipment needed to enhance protection of property and life.
    - **Annual Payments:** $200,000/year, inflation-adjusted as defined in the DA. Ongoing annual payments shall be designated for workforce training, particularly in support of the local food and agriculture industry, and/or investments that accelerate innovation benefiting Woodland's evolving food, agriculture, and life science economy
    - **Facility Screening & Public Art:** Installation/refresh of **enhanced fencing, landscaping**, and **mural improvements** along public frontages to improve visual quality and compatibility.
    - **Sustainability & Resiliency Improvements:** In consideration of the vested rights provided by the DA, PCP commits to investing in projects that enhance operational sustainability over the next ten (10) years. Commitments may include wastewater aeration upgrades, solar generation, microgrid readiness/establishment, and decarbonization measures, coordinated with relevant utilities and agencies. Beginning in year 11 and continuing through the term of the agreement, PCP commits to ongoing improvements and investments in sustainability and efficiency upgrades that further the City's Climate Action Plan goals, in an amount equal to no less than 10 percent (10%) of PCP's ongoing general capital investments, evaluated and reported every five (5) years.

    - **Environmental Stewardship at Closure:** Preparation and implementation of a site remediation plan upon facility closure consistent with applicable laws and agency requirements.
    - **Affordable Housing Coordination:** Good-faith cooperation with the City and partners on potential affordable housing redevelopment of the nearby Housing Authority, Yolano and Donnelly properties.
    - **Ongoing Site Maintenance & Screening:** Regular property upkeep and screening of outdoor storage areas to maintain orderly, safe, and attractive operations.
3. **Implementation & Monitoring**
    - PCP will submit periodic reports (as specified in the DA) to document compliance with DA obligations.
    - The DA provides default and remedy provisions and allows amendment by mutual consent to address future regulatory, infrastructure, or community needs.

**City Benefits Summary**
The proposed Development Agreement delivers predictable, long-term value to the community. It retains a significant employer and more than 900 seasonal harvest jobs that support local growers, logistics, and processing activities within Woodland's agricultural economy, while securing an upfront $500,000 contribution for innovation and/or public safety and a recurring, inflation-adjusted $200,000 per year to support workforce development and economic innovation. By vesting current land use regulations for a 55-year term, the agreement reduces regulatory uncertainty and encourages continued capital investment, modernization, and sustainability upgrades at the facility.

The DA also improves the site's interface with surrounding neighborhoods through enhanced screening, landscaping, and refreshed public art. Commitments to energy and water efficiency, wastewater aeration upgrades, solar and microgrid readiness, and broader decarbonization efforts advance the City's General Plan and Climate Action Plan objectives while reducing operational impacts. Clear reporting, monitoring, and remedy provisions ensure accountability over the life of the agreement, and coordinated efforts around nearby affordable housing opportunities and end-of-use site remediation provide a responsible framework for long-term stewardship. Collectively, these commitments translate into stable employment, improved corridor appearance, sustainability enhancements, and consistent community reinvestment.

**Planning Commission Recommendation:**

At its meeting of August 21, 2025, the Woodland Planning Commission voted unanimously (with two members absent) to recommend City Council approval of the proposed Development Agreement establishing long-term vested rights for Pacific Coast Producers (PCP).

During deliberations, Commissioners raised several considerations. Two Commissioners suggested establishing a public process to evaluate future public art installations, potentially including the formation of a Planning Commission subcommittee to guide such efforts. One Commissioner recommended that a portion of the annual community contribution payment be allocated toward road maintenance, citing impacts from tomato truck traffic. Another Commissioner proposed reserving a portion of the funds for employee assistance in the event of a facility closure. In response, the applicant clarified that PCP employees are represented by a bargaining unit, receive severance benefits in the event of layoffs, and that state law requires advance notice to employees in the event of mass layoffs.

One member of the public, a resident of the Armfield neighborhood, spoke in support of the agreement and expressed appreciation for PCP's continued presence at its current location in Woodland.

**Environmental Determination:** The City of Woodland has determined that the adoption of the ordinance is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000, et seq.) pursuant to State CEQA Regulation Section 15061 (B)(3) (Cal. Code Regs. Tit. 14, Section 15061 (b)(3)) covering activities with no possibility of having a significant effect on the environment. In addition, the City of Woodland has determined that the ordinance is categorically exempt pursuant to CEQA regulations Section 15301 applicable to existing facilities and Section 15183 applicable to projects consistent with the General Plan and Zoning.

**Conclusion**:
Staff recommends that the City Council hold a Public Hearing and take the following action:
Waive the First Reading and Introduce Ordinance No. _____, approving a Development Agreement

by and between the City of Woodland and Pacific Coast Producers for the Lemen Avenue agricultural processing facility (1376 Lemen Avenue) and authorizing the execution of said agreement.

Ken Hiatt
City Manager

**Attachments:**

1. Planning Commission Resolution 8.21.25
2. Draft Ordinance City Council
3. Development Agreement
4. Location Map

**RESOLUTION NO. PC25-08**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND PACIFIC COAST PRODUCERS FOR THE AGRICULTURAL PROCESSING FACILITY LOCATED AT 1376 LEMEN AVENUE**

**WHEREAS,** California Government Code sections 65864–65869.5 authorize cities to enter into development agreements in order to provide certainty in the development process in exchange for public benefits; and

**WHEREAS,** Pacific Coast Producers ("PCP") operates a longstanding agricultural food processing facility located at 1376 Lemen Avenue in the City of Woodland (the "Property"); and

**WHEREAS,** on April 2, 2024, the City Council adopted a resolution confirming a legal nonconforming vested land right for the Property; and

**WHEREAS,** tomato processing at the Woodland facility began in the early 1940s, and since annexation the approximately 38-acre site has remained in continuous use as a food processing facility in conformance with then-applicable City ordinances and zoning designations; and

**WHEREAS,** in 2024, as part of the City's Comprehensive Zoning Ordinance Update, food processing at the site was re-established as a by-right permitted use; and

**WHEREAS,** PCP and the City desire to enter into a Development Agreement (the "Development Agreement" or "DA") to provide long-term operational certainty for PCP's existing facility while securing financial and in-kind community benefits that advance City priorities related to economic development, workforce training, sustainability, public safety, and visual screening; and

**WHEREAS,** the proposed DA would vest the land use regulations in effect on the DA's effective date for a term of fifty-five (55) years for defined operations at the facility, while expressly preserving compliance with generally applicable building, fire, environmental, health and safety, and other state and federal requirements; and

**WHEREAS,** the proposed DA includes, among other things, (a) an initial payment of Five Hundred Thousand Dollars ($500,000) to support City innovation initiatives and/or public safety improvements; (b) ongoing annual payments of Two Hundred Thousand Dollars ($200,000), inflation-adjusted as provided in the DA, to support workforce development and economic innovation initiatives; (c) facility screening, landscaping, and public art improvements; (d) sustainability and resiliency investments including wastewater aeration, solar and microgrid readiness, and decarbonization measures; (e) environmental stewardship and site remediation at closure; (f) good-faith cooperation on nearby affordable housing opportunities; and (g) ongoing maintenance and screening of outdoor storage; and

**WHEREAS,** processing costs for this application have been fully funded by the applicant, and the recurring annual payments are anticipated to offset staff time for monitoring and implementation; and

**WHEREAS,** the proposed DA supports retention of a significant employer and more than 900 seasonal jobs that support local growers, logistics, and processing activities within Woodland's agricultural economy, and aligns with the City's General Plan and Climate Action Plan objectives; and

**WHEREAS,** on August 21, 2025, the Planning Commission held a duly noticed public hearing on the proposed DA and the recommendation to the City Council to adopt an ordinance approving the DA, at which time all interested persons were given an opportunity to be heard; and

**WHEREAS,** the Planning Commission has considered the staff report, the proposed DA (attached as Exhibit B), the draft City Council ordinance (attached as Exhibit A), written correspondence, and public testimony.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Woodland as follows:

**Section 1. Findings.** The Planning Commission finds and determines that:

1. The Development Agreement is consistent with the City of Woodland General Plan and implements policies supporting economic development, agricultural processing, job retention, sustainability, and orderly maintenance of existing industrial uses.
2. The Development Agreement provides meaningful public benefits—including specified financial contributions and in-kind improvements—that serve the public health, safety, and welfare and are proportionate to, and justified by, the certainty provided by the DA.
3. The vesting of land use regulations for a defined 55-year term will facilitate continued capital investment, modernization, and sustainability upgrades at the facility, while not waiving compliance with applicable building, fire, environmental, and health and safety laws and regulations.
4. The Development Agreement includes adequate implementation, monitoring, reporting, default, and remedy provisions to ensure performance of the City and PCP obligations over the term of the agreement.
5. The City of Woodland Planning Commission finds that the adoption of the ordinance is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000, et seq.) pursuant to State CEQA Regulation Section 15061 (B)(3) (Cal. Code Regs. Tit. 14, Section 15061 (b)(3)) covering activities with no possibility of having a significant effect on the environment. In addition, the City of

Woodland has determined that the ordinance is categorically exempt pursuant to CEQA regulations Section 15301 applicable to existing facilities and Section 15183 applicable to projects consistent with the General Plan and Zoning.

**Section 2. Recommendation to City Council.** The Planning Commission hereby recommends that the City Council adopt an ordinance approving the Development Agreement by and between the City of Woodland and Pacific Coast Producers in substantially the form attached hereto as Exhibit B, and authorizing the City Manager, or designee, to execute the Development Agreement and to make minor, non-substantive revisions consistent with the ordinance and this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the Planning Commission of the City of Woodland at a regular meeting on the 21st day of August, 2025, by the following vote:

AYES: Harris, Lizarraga, Ortiz, Smith, Torney

NOES: none

ABSENT: Murphy, Roberts

ABSTAIN: none

Greg Ortiz

Chairperson

ATTEST:

Erika Bumgardner

Deputy Director of Community Development

**ATTACHMENTS/EXHIBITS:**

- **Exhibit A:** Draft City Council Ordinance Approving the Development Agreement and Authorizing Execution
- **Exhibit B:** Development Agreement by and between the City of Woodland and Pacific Coast Producers

## Exhibit A

Draft City Council Ordinance Approving the Development Agreement and Authorizing Execution

[insert following hearing]

**Exhibit B**

Development Agreement by and between the City of Woodland and Pacific Coast Producers

[insert following hearing]

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND PACIFIC COST PRODUCERS FOR THE LEMEN AVENUE AGRICULTURAL PROCESSING FACILITY (1376 LEMEN AVENUE) AND AUTHORIZING EXECUTION OF SAID AGREEMENT**

**WHEREAS**, City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the operation and development of such property, pursuant the California Government Code commencing with Section 65864; and

**WHEREAS**, PCP, and its predecessors in interest, have owned and continuously operated an agricultural processing facility located at 1376 Lemen Avenue (APNs 063-060-007-000; 063-050-009-000; and 063-050-010-000) since 1942 ("Woodland Plant Property"). The Woodland Plant Property is depicted in Exhibit A and a legal description is provided as Exhibit B. The Woodland Plant Property shall also sometimes be referred to as the "Facility"; and

**WHEREAS**, PCP is an agricultural marketing and food producer cooperative. Founded in 1971, PCP has been committed to growing, canning, and supplying canned fruits and tomatoes at locations across Northern California and the Pacific Northwest. PCP is the current owner and operator of the Woodland Plant Property and employs in excess of 900 employees during the peak of harvest season and over 65 year-round employees at the Facility. Food and beverage processing accounts for 8% of total employment in Yolo County employing over 59,000 people county wide. Yolo County and the City of Woodland have historically been leaders in agricultural and food processing for the State of California; and

**WHEREAS**, current and future operations at the Woodland Plant Property include multiple food preparation and packaging/canning lines with both interior and exterior processing facilities and associated ancillary operations including wastewater disposal, warehousing and outdoor storage of pallets, bins, trailers, crates, and process-related construction materials and equipment, as well as supportive office and administrative uses. In addition, transportation to and from the facility and the parking and storage of semi-trucks, trailers, service vehicles, employee vehicles, and other vehicles are integral to existing and future operation of the Facility; and

**WHEREAS**, current and future operations at the Woodland Plant Property, which occur twenty-four (24) hours a day, seven (7) day a week during seasonal operations, do and are anticipated to continue to produce noise, vibrations, illumination, and particulate that is perceptible to adjacent uses. In addition, current and future operations at the Facility are associated with significant semi-truck trips for the hauling in of raw ingredients and packaging/canning materials and the hauling out of food items manufactured at the facility; and

**WHEREAS**, agriculture and agricultural processing in the City and in the region as a whole is definitive of the City's history, and fundamental to the City's future. The majority of the growers associated with PCP are based in Woodland with 85% of the tomatoes processed by PCP grown within a 17-mile radius of the Facility. The City is mindful that, just decades past, some of California's most productive farming communities and sustainable farming economies have been lost to urban development. Maintaining sites where agricultural products can be processed locally is essential to maintaining the farming character and economy of the City and the region; and

**WHEREAS**, the City and PCP have worked cooperatively over the years. For example, the City is fee owner of approximately 0.7 acres of certain Pump Property also located at 1376 Lemen Avenue used to operate a pumping plant for processing wastewater. Additionally, the City currently leases to PCP an 835-acre property for PCP's use as sprayfields for its wastewater ("Sprayfield Property"); and

**WHEREAS**, PCP and the City wish to enter into a development agreement to allow PCP to make continued and long term investments in its operations. The Development Agreement will provide PCP with certainty that its right to operate at the Woodland Plant Property will be protected and allowed to continue as of right and as a longstanding vested nonconforming use; and

**WHEREAS**, PCP has received a vested rights determination in accordance with the rules and regulations of the City (Resolution No. 8301); and

**WHEREAS**, the terms and conditions of this Agreement have undergone extensive review by the City and PCP and have been found to be fair, just and reasonable; and

**WHEREAS**, the best interests of the citizens of the City and the public health, safety and welfare will be served by entering into the Development Agreement; and

**WHEREAS**, all of the procedures of the California Environmental Quality Act have been met; and

**WHEREAS**, the Development Agreement and PCP's operations at the Woodland Plant Property are consistent with the Woodland General Plan and the Woodland Zoning Code, as amended; and

**WHEREAS**, all actions taken and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

**WHEREAS**, continued operations of the Woodland Plant Property in accordance with the Development Agreement will provide substantial benefits to the City and will support important policies and goals of the City; and

**WHEREAS**, the Development Agreement will eliminate uncertainty in planning and provide for the orderly operation and ongoing use and development of PCP's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the ongoing development of the site, and generally serve the purposes for which development agreements are intended under the California Government Code Commencing with Section 65864; and

**WHEREAS**, the Planning Commission held a duly-noticed public hearing on August 21, 2025, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting, and voted to adopt a Resolution, recommending City Council adopt and Ordinance approving a Development Agreement between the City and Pacific Coast Producers for the Lemen Avenue agricultural processing facility; and

**WHEREAS,** a Notice of Public Hearing was duly published in the Woodland Daily Democrat on or before August 24, 2025, providing notice of the City Council's September 2, 2025, public hearing regarding the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Woodland does hereby ordain as follows:

Section 1: Recitals

A. Government Code Sections 65864 through 65869.5 (the "Development Agreement Statute") authorize cities to enter into development agreements with persons having a legal or equitable interest in real property for the development of such property, in order to provide certainty in the development approval process and to secure community benefits.

B. Pacific Coast Producers, a California agricultural nonprofit cooperative association, is the owner/operator of the agricultural processing facility located at 1376 Lemen Avenue, Woodland, California, commonly known as the Woodland Plant (the "Property"). The Property is identified in the Development Agreement by assessor's parcel number(s) APN: 063-060-007-000, 063-050-009-000, and 063-050-010-000, and more particularly described in Exhibit A to the Development Agreement.

C. PCP has applied for approval of, and the City and PCP desire to enter into, a Development Agreement with a term of fifty-five (55) years (the "Agreement" or "Development Agreement"). The Agreement will provide PCP vested rights and regulatory certainty to continue operating the Woodland Plant as a longstanding, vested use, subject to and consistent with the land use regulations in effect on the effective date of the Agreement, and will secure specified financial and in-kind community benefits, facility improvements, and on-going maintenance commitments for the benefit of the City of Woodland and the community.

D. Material community benefit terms of the Agreement include, without limitation: (i) an initial payment of Five Hundred Thousand Dollars ($500,000) dedicated to City innovation initiatives and/or public safety improvements upon the Agreement's effective date; (ii) an ongoing annual payment of Two Hundred Thousand Dollars ($200,000), subject to inflation adjustment as set forth in the Agreement, to support workforce development and economic innovation programs administered or sanctioned by the City; and (iii) in-kind improvements including facility screening and public art, sustainability upgrades, and site maintenance measures, all as further described in the Agreement. Annual payments are anticipated to offset City staff time for monitoring, reporting, and implementation activities under the Agreement.

E. The Planning Commission held a duly noticed public hearing on August 21, 2025, received public testimony, reviewed the proposed Development Agreement and staff report, and adopted Resolution No. PC25-____ recommending that the City Council adopt an ordinance approving the Development Agreement and authorizing its execution.

F. On _____, 2025, the City Council held a duly noticed public hearing on the proposed Development Agreement in accordance with Government Code Section 65867 and Chapter 25 of the Woodland Municipal Code, received the Planning Commission's recommendation, considered all public testimony and written materials in the record, and closed the public hearing.

G. California Environmental Quality Act (CEQA). The City Council finds and determines that approval of this Ordinance and the Development Agreement is exempt from CEQA under one or more of the following provisions of the CEQA Guidelines: Section 15061(b)(3) (common-sense exemption) because it can be seen with certainty that there is no possibility that the approval of the Agreement will have a significant effect on the environment; Section 15301 (Existing Facilities) because the Agreement recognizes and governs ongoing operations of existing facilities without expansion of use; and/or Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning) because the Agreement does not authorize any new or more intensive uses than those otherwise permitted by existing plans and

zoning. Any future project-level actions outside the scope of this Ordinance or the Agreement will be subject to separate environmental review, as applicable.

H. The City Council finds the Development Agreement is consistent with the City of Woodland General Plan and applicable zoning and land use regulations in effect as of the effective date of the Agreement, and that the Agreement is in the public interest because it promotes economic stability, ensures continued employment and investment in the local economy, secures ongoing community benefits, and provides for monitoring and maintenance obligations that protect public health, safety, and welfare.

The City Council hereby adopts the foregoing recitals and findings as true and correct and as an integral part of this Ordinance.

Section 2: Approval of Development Agreement

The City Council of the City of Woodland hereby approves the "Development Agreement By and Between the City of Woodland and Pacific Coast Producers (Lemen Avenue Agricultural Processing Facility)," in substantially the form on file with the City Clerk and attached to this Ordinance as Exhibit "A" (incorporated herein by this reference). The City Manager, or designee, is authorized and directed to make such minor, non-substantive revisions to the Development Agreement as may be necessary or appropriate to carry out the intent of this Ordinance, provided that such revisions do not materially increase the City's obligations or reduce the benefits to the City as set forth herein, and to execute and deliver the Development Agreement on behalf of the City.

Section 3: Severability

If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4 Mandatory Duty of Care

This ordinance is not intended to an shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Effective Date

This Ordinance shall take effect thirty (30) days after its passage by the City Council and following the affirmative vote of a majority of the members of the City Council. Within 15 days of its adoption, a summary of the ordinance shall be published in a newspaper of general circulation in the City of Woodland, State of California, which summary shall include the names of those Council Members voting for and against the ordinance. A certified copy of the full text of such adopted ordinance or amendment shall be on file in the office of the City Clerk.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Woodland on the ___ day of _____, 2025, and thereafter **PASSED, APPROVED, AND ADOPTED** by the City Council on _____, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Rich Lansburgh, Mayor

ATTEST:

_____

Marissa Kersey, City Clerk

APPROVED AS TO FORM:

_____

Ethan Walsh, City Attorney

Exhibit A – Development Agreement

**Exhibit A – Development Agreement**

[Insert DA]

Recorded at request of: )
City Clerk )
City of Woodland )
)
When recorded return to: )
City of Woodland )
300 First Street )
Woodland, CA 95695 )
Attention: City Clerk )
)

Exempt from filing fees pursuant to Government Code §6103

**DEVELOPMENT AGREEMENT**
**(Lemen Avenue Agricultural Processing Facility)**

**A DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF WOODLAND**

**and**

**PACIFIC COAST PRODUCERS, A California Corporation**

**DEVELOPMENT AGREEMENT**
**(Lemen Avenue Agricultural Processing Facility)**

This Development Agreement (hereinafter "Agreement") is entered into as of this day of _____, 2025, by and between the City of Woodland, a California municipal corporation ("City"), and Pacific Coast Producers, a California Corporation ("PCP"), each of whom shall sometimes be referred to as a "Party" and together as the "Parties."

## RECITALS

**WHEREAS,** City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the operation and development of such property, pursuant the California Government Code commencing with Section 65864.

**WHEREAS,** PCP, and its predecessors in interest, have owned and continuously operated an agricultural processing facility located at 1376 Lemen Avenue (APNs 063-060-007-000; 063-050-009-000; and 063-050-010-000) since 1942 ("Woodland Plant Property"). The Woodland Plant Property is depicted in Exhibit A and a legal description is provided as Exhibit B. The Woodland Plant Property shall also sometimes be referred to as the "Facility."

**WHEREAS**, PCP is an agricultural marketing and food producer cooperative. Founded in 1971, PCP has been committed to growing, canning, and supplying canned fruits and tomatoes at locations across Northern California and the Pacific Northwest. PCP is the current owner and operator of the Woodland Plant Property and employs in excess of 900 employees during the peak of harvest season and over 65 year-round employees at the Facility. Food and beverage processing accounts for 8% of total employment in Yolo County employing over 59,000 people county wide. Yolo County and the City of Woodland have historically been leaders in agricultural and food processing for the State of California.

**WHEREAS**, current and future operations at the Woodland Plant Property include multiple food preparation and packaging/canning lines with both interior and exterior processing facilities and associated ancillary operations including wastewater disposal, warehousing and outdoor storage of pallets, bins, trailers, crates, and process-related construction materials and equipment, as well as supportive office and administrative uses. In addition, transportation to and from the facility and the parking and storage of semi-trucks, trailers, service vehicles, employee vehicles, and other vehicles are integral to existing and future operation of the Facility.

**WHEREAS**, current and future operations at the Woodland Plant Property, which occur twenty- four (24) hours a day, seven (7) day a week during seasonal operations, do and are anticipated to continue to produce noise, vibrations, illumination, and particulate that is perceptible to adjacent uses. In addition, current and future operations at the Facility are associated with significant semi-truck trips for the hauling in of raw ingredients and packaging/canning materials and the hauling out of food items manufactured at the facility.

**WHEREAS,** agriculture and agricultural processing in the City and in the region as a whole is definitive of the City's history, and fundamental to the City's future. The majority of the

growers associated with PCP are based in Woodland with 85% of the tomatoes processed by PCP grown within a 17-mile radius of the Facility. The City is mindful that, just decades past, some of California's most productive farming communities and sustainable farming economies have been lost to urban development. Maintaining sites where agricultural products can be processed locally is essential to maintaining the farming character and economy of the City and the region.

**WHEREAS,** the City and PCP have worked cooperatively over the years. For example, the City is fee owner of approximately 0.7 acres of certain Pump Property also located at 1376 Lemen Avenue used to operate a pumping plant for processing wastewater. Additionally, the City currently leases to PCP an 835-acre property for PCP's use as sprayfields for its wastewater ("Sprayfield Property").

**WHEREAS**, this Agreement applies to the Woodland Plant Property.

**WHEREAS,** PCP and the City wish to enter into a development agreement to allow PCP to make continued and long term investments in its operations. This development agreement will provide PCP with certainty that its right to operate at the Woodland Plant Property will be protected and allowed to continue as of right and as a longstanding vested nonconforming use.

**WHEREAS,** PCP has received a vested rights determination in accordance with the rules and regulations of the City. (Resolution No. 8301)

**WHEREAS,** the terms and conditions of this Agreement have undergone extensive review by the City and PCP and have been found to be fair, just and reasonable.

**WHEREAS,** the best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Agreement.

**WHEREAS,** all of the procedures of the California Environmental Quality Act have been met.

**WHEREAS**, this Agreement and PCP's operations at the Woodland Plant Property are consistent with the Woodland General Plan and the Woodland Zoning Code, as amended.

**WHEREAS,** all actions taken and approvals given by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

**WHEREAS,** continued operations of the Woodland Plant Property in accordance with this Agreement will provide substantial benefits to the City and will support important policies and goals of the City.

**WHEREAS,** this Agreement will eliminate uncertainty in planning and provide for the orderly operation and ongoing use and development of PCP's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the ongoing development of the site, and generally serve the purposes for which development agreements are intended under the California Government Code Commencing with Section 65864.

**NOW, THEREFORE,** in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

### 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "City" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected City council of the City of Woodland.

1.1.4 "Development" means the continued operation of the agricultural processing plant at the Woodland Plant Property. Agricultural processing includes production, packaging, processing, preparation or manufacturing of a food, beverage, or ingredient used or intended for use by human consumption and involves the process of canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packing, bottling or packaging, or through any other treatment or preservation process. Development may include multiple food preparation and packaging/canning lines where processes are both interior and exterior to buildings. These systems modernize and change from time to time consistent with improvements in agricultural and food processing technology. Development may also involve warehousing and outdoor storage including, but not limited to, pallets, bins, trailers, crates, and process-related construction materials and equipment. Ancillary office space is also consistent with Development. Development also encompasses the treatment of wastewater and solid wastes which are created as a byproduct of food, beverage, or ingredient processing procedures. Further, Development includes the use and operation of processing equipment, the delivery of goods to and from the Facility by truck and rail, the right to rebuild any equipment following failure or destruction, storage of goods and product, ancillary office uses, parking for transport trucks and employee vehicles, the production and conveyance of wastewater and the modernization and adaptation of such features as needed to address changes in the agricultural and consumer landscape. During harvest and other seasons, Development includes Facility operations of twenty-four (24) hours a day, seven (7) days per week. The right to start and stop such operations is inherent in the functioning of the Facility.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by the City in connection with development of the Woodland Plant Property including, but not limited to: general and specific plans and amendments; tentative and final subdivision and parcel maps; conditional use permits, zoning and vested use determinations, administrator permits and plot plans; zoning;

and other discretionary approvals or entitlements.

1.1.6 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.7 "Land Use Regulations" means all constitutional principles, ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the protection for vested nonconforming uses, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Woodland Plant Property. “Land Use Regulations” includes the confirmation of vested rights referred to in the recitals. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation, or official policy, governing: the conduct of businesses, professions, and occupations; taxes (special or general) and assessments; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

1.1.8 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.9 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to PCP under this Agreement and reserved to the City under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Map of Woodland Plant Property

Exhibit "B" – Woodland Plant Property

Exhibit “C” – Map of Sprayfield Property

Exhibit "D” – Vested Rights Determination

## 2. GENERAL PROVISIONS

2.1 Binding Effect of Agreement. The Woodland Plant Property and its corresponding Development are vested and are hereby made subject to this Agreement and are separately vested pursuant to the 2024 Vested Rights Determination and in the Land Use Regulations in effect on the date of this Agreement. Moreover, future Development of the Woodland Plant Property is vested and authorized without the need for any further Development Approvals.

2.2 Ownership of Property. PCP represents and covenants that it is the owner of the fee

simple title to, or has an equitable interest in, the Woodland Plant Property.

2.3 Term. The term of this Agreement shall commence upon the Effective Date and shall be in force for fifty-five (55) years.

2.4 Assignment.

2.4.1 Right to Assign. PCP shall have the right to sell, transfer, or assign the Woodland Plant Property in whole or in part to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and shall be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all of the Woodland Plant Property.

(b) Concurrent with any such sale, transfer, or assignment, PCP shall notify the City, in writing, of such sale, transfer, or assignment and shall provide the City with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to the City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of PCP under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 6.1 and 7.6 hereof.

(c) Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring PCP. Notwithstanding any sale, transfer, or assignment, PCP shall continue to be obligated under this Agreement with respect to the transferred Woodland Plant Property or any transferred portion thereof, unless PCP is given a release in writing by the City (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by the City upon the full satisfaction by PCP of the following conditions:

(a) PCP no longer operates or has a legal or equitable interest in all or any part of the Facility subject to the transfer.

(b) PCP is not then in default under this Agreement.

(c) PCP has provided the City with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee, or assignee provides the City with security equivalent to any security, if any was originally required, previously provided by PCP to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of the City or PCP as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Discontinuance of agricultural production and processing at the Facility, with no intent to resume such production and processing in the future.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Expiration of the Agreement by its own terms.

Termination of this Agreement shall not constitute termination of any other Development Approvals for the Woodland Plant Property. Upon termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

2.7 Notices

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return

receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to the City:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: Ken Hiatt, City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848
Email: ken.hiatt@cityofwoodland.gov

Copy to:

Best,Best & Krieger, LLP
Woodland City Attorney
500 Capitol Mall, Suite 2500 Sacramento, CA 95814
Attn: Ethan Walsh, Esq.
Telephone: (916) 325-4000
Facsimile: (916) 325-4010
Email: ethan.walsh@bbklaw.com

If to PCP:

Pacific Coast Producers
General Counsel
631 N. Cluff Ave., Lodi, CA 95240
Attn: Mona Shulman, Esq.
Telephone: (209) 367-6271
Email: mshulman@pcoastp.com

Copy to:

Harrison, Temblador,
Hungerford, & Guernsey, LLP
2801 T Street Sacramento, CA 95816
Attn: David Temblador, Esq.
Telephone: (916) 382-4377
Email: dtemblador@hthglaw.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

## 3. DEVELOPMENT AND USE OF THE PROPERTY

3.1 Acknowledgment of Existing Development. The City and PCP acknowledge that this Agreement grants certainty to both parties concerning the Development at the Woodland Plant Property and continuation of operating rights at the Facility. In particular, the City, on April 2, 2024, has confirmed that the Facility's historic operations are vested and that those uses predate the adoption of restrictive zoning requirements requiring a use permit or other discretionary approval. Further, subsequent to the City's recent adoption of the 2024 vesting determination, the City has implemented a new zoning code which clarifies that the Facility is a permitted-by-right use in the applicable zone such that, consistent with its historical vesting and the terms of this Agreement, no further Development Approvals, whether by use permit or otherwise, shall be required for the Development as defined in this Agreement.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the Land Use Regulations governing permitted uses of the Woodland Plant Property the density and intensity of use of the Woodland Plant Property the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to Development of the Woodland Plant Property shall be the Land Use Regulations in effect on the Effective Date. The City shall accept for processing, review, and action all applications for future Development Approvals which exceeds the rights acknowledged in this agreement. Such applications shall be processed in the same manner, and the City shall exercise its discretion when required or authorized to do so, to the same extent they would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the Development of the Woodland Plant Property.

3.3.2 The City Reserves the right to Enforce and/or Require:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations, adopted policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the City, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the immediate community from a condition perilous to their health or safety; provided, however, that the City hereby acknowledges that no material conflicts with PCP's Development or Development Approvals as of the effective date of this Agreement. To the extent possible, any such future regulations shall be applied and construed so as to provide PCP with the rights and assurances provided under this Agreement.

(e) Regulations that are not in material conflict with this Agreement or the Development. Any regulation, whether adopted by initiative or otherwise, materially limiting the nature of the Development of the Property as described herein shall be deemed to materially conflict with the Development and shall therefore not be applicable to the Development of the Woodland Plant Property.

(f) Regulations that are in material conflict with the Development or Development Approvals associated with the Woodland Plant Property; provided PCP has given written consent to the application of such regulations.

3.4 Modification or Suspension by State or Federal Law. In the event that State, County, or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5 Intent. The parties acknowledge and agree that the City is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to the City all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed to reserve to the City all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of the City may possess authority to regulate aspects of the Development of the Woodland Plant Property separately from, or jointly with, the City, and this Agreement does not limit the authority of such other public agencies.

## 4. PUBLIC BENEFIT

4.1 The parties acknowledge and agree that this Agreement confers substantial private benefits on PCP that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on PCP's operation by providing for the satisfaction of public needs beyond the economic benefit to the City that already exists by virtue of the existence of PCP in the City.

4.2 As consideration for the City's approval and performance of its obligations as set forth in this Agreement, PCP shall, except as provided in Section 7.2 below, fulfill the following

obligations:

4.2.1 Community Contribution Fund. PCP shall make an initial payment of Five Hundred Thousand Dollars ($500,000) to the City within thirty (30) days of the recordation date of this Agreement. PCP shall also make ongoing annual payments, commencing with a first annual payment of Two Hundred Thousand Dollars ($200,000) to the City, which annual payment shall thereafter be increased annually by two percent (2%) with the first annual payment due within thirty (30) days of the first anniversary of the recordation date of this Agreement and each subsequent payment shall be due within 30 days of the first anniversary of the recordation date of this Agreement every year thereafter. The initial payment shall be allocated toward investments that accelerate innovation benefiting Woodland's evolving food, agriculture, and life science economy and/or improve public safety equipment needed to enhance protection of property and life. Ongoing annual payments shall be designated for workforce training, particularly in support of the local food and agriculture industry, and/or investments that accelerate innovation benefiting Woodland's evolving food, agriculture, and life science economy.

4.2.2 Right of Way Frontage Improvements. PCP shall replace existing fencing and landscaping along Main Street and Lemen Avenue to the City's satisfaction. Within thirty (30) days of the recordation date of this Agreement, PCP shall provide the City with a facility map designating areas where a solid wall, slated powder-coated chain-link fence, landscaping, or other enhanced screening will be constructed to improve aesthetics along property frontages, including E. Main Street, Lemen Avenue, and Cannery Road. PCP and the City shall collaborate to determine the wall and/or fencing material and height. PCP shall also refresh and expand its public art/mural installation along E. Main Street and Lemen Avenue. PCP shall work with City staff to identify an artist and submit proposed murals and artwork for approval. The mural expansion shall be completed within one (1) year of the execution date of this Agreement. The City shall approve the plans, artists, or proposed artwork within thirty (30) days of receipt of each such proposal and shall not unreasonably withhold approval of any proposal. Failure by the City to approve or request reasonable revisions within the thirty (30) day period will result in an automatic approval of any such proposal. Further, for the term of this Agreement, PCP shall periodically (not less than once every 10 years) further refresh its public art/mural installation to maintain it in good condition.

4.2.3 Sustainability/ Conservation Commitment. In consideration of the vested rights provided by this Agreement, PCP commits to investing in projects that enhance operational sustainability over the next ten (10) years, including but not limited to:

- Installing aerators in the ponds at the Sprayfield Property to reduce the Biochemical Oxygen Demand of PCP's wastewater by June 1, 2035, with the exception that if the Sprayfield Property is relocated, at any time before June

1, 2035 then PCP shall receive an automatic extension of five (5) years to June 1, 2040 to complete this project.

- Increasing the usage of the Solid Air Flotation unit to reduce organics in wastewater by June 1, 2035.
- Installing solar infrastructure at the Sprayfield Property to operate the entire irrigation system using renewable energy by June 1, 2035 with the exception that if the Sprayfield Property is relocated, at any time before June 1, 2035 then PCP shall receive an automatic extension of five (5) years to June 1, 2040 to complete this project.
- Establishing a microgrid at the Woodland Plant Property to harness and utilize excess energy from PCP's steam turbine, thereby reducing reliance on the electrical grid by June 1, 2035.
- PCP also agrees to use commercially reasonable best efforts to meet all decarbonization and electrification goals for process systems in PCP's Facility, provided such measures are technically and financially feasible.

Beginning in year 11 and continuing through the term of the Agreement, PCP commits to ongoing improvements and investments in sustainability and efficiency upgrades at its Woodland Plant Property that further the City's Climate Action Plan goals, in an amount equal to no less than 10 percent (10%) of PCP's ongoing general capital investments in its Woodland Plant Property, evaluated and reported every five (5) years. The first such report being due June 1, 2040 for the period covering June 2, 2035 to May 30, 2040. Each subsequent report to be due June 1 every five (5) years thereafter.

4.2.4 Yolano Donnelly Housing Authority Repositioning. In consideration of land use guarantees conveyed by this Agreement, PCP shall work in good faith with the City and the Yolo County Housing Authority to address potential proximity-related impacts resulting from the Housing Authority's repositioning strategy, including, but not limited to the adoption and recordation of reciprocal collaborative land use easements and covenants. PCP further agrees not to contest the redevelopment of the Housing Authority property and associated public infrastructure improvements as deemed necessary or appropriate by the City to facilitate redevelopment of the Housing Authority property.

4.2.5 Property Upkeep. The Facility shall be maintained in good order. Buildings, operational equipment and any portion of the property visible from any public right-of-way shall be kept free of weeds, litter/trash, and graffiti. Paint, landscaping, and fences/walls shall be refreshed at least every ten (10) years, or sooner as needed.

4.2.6 Outdoor Storage. Goods, operational equipment, trucks, trailers, and similar items stored on-site shall be stored in a manner that minimizes visibility from the public right-of-way, particularly Main Street. Screening shall include fencing and/or landscaping approved by the City. PCP shall submit a site plan for storage screening for City approval within ninety (90) days of the recordation date of this

Agreement. The City shall approve the screening plan within thirty (30) days of receipt and shall not unreasonably withhold approval of any screening plan. Failure by the City to approve or request reasonable revisions within the thirty (30) day period will result in an automatic approval of the screening plan.

4.2.7 Clean Closure. Upon closure of the Woodland Plant Property, PCP, or its successor, shall conduct environmental testing and remediation of any contaminants, whether above ground or underground, that could impede future reuse or redevelopment of the site. PCP shall submit a closure remediation plan to the City for approval no less than ninety (90) days prior to the planned closure date. The City shall approve the remediation plan within thirty (30) days of receipt and shall not unreasonably withhold approval of any remediation plan. Failure by the City to approve or request reasonable revisions within the thirty (30) day period will result in an automatic approval of the remediation plan. Further, PCP shall indemnify and hold harmless the City relating to environmental conditions as set forth in section 7.3 below.

## 5. REVIEW FOR COMPLIANCE

5.1 Periodic Review. City shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain PCP's compliance with the terms of the Agreement. PCP shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

5.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

5.3 Procedure.

(a) During either a periodic review or a special review, PCP shall be required to demonstrate substantial evidence of good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on PCP.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by PCP with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that PCP has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines, based on a preponderance of evidence, that PCP has not demonstrated substantial evidence of good faith compliance with the terms and conditions of this Agreement, the Commission may recommend to the City Council modify or termination of this Agreement. PCP may appeal a Planning Commission determination pursuant to the City's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 6.3 of this Agreement shall be given to PCP prior to or concurrent with proceedings under Section 5.4 and Section 5.5 below.

5.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 5.3, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to PCP of its intention so to do. The notice shall be given at least thirty (30) calendar days prior to the scheduled hearing and shall contain: The time and place of the hearing;

(a) A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

(b) Such other information that the City considers necessary to inform PCP of the nature of the proceeding.

5.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, PCP shall be given an opportunity to be heard. PCP shall be required to demonstrate substantial evidence of good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon a preponderance of the evidence, that PCP has not demonstrated substantial evidence that it complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

5.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, PCP is found to be in compliance with this Agreement, the City shall, upon request by PCP, issue a Certificate of Agreement Compliance ("Certificate") to PCP stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) PCP is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review, and shall state the anticipated date of commencement of the next Periodic Review. PCP may record the Certificate with the County Recorder. Failure to make a Certificate of Agreement Compliance result shall not indicate as such lack of compliance.

Whether or not the Certificate is relied upon by assignees or other transferees or PCP, the City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review but was concealed from or otherwise not known to the Community Development Director or City Council.

## 6. DEFAULT AND REMEDIES

6.1 Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the City shall not be liable in damages to PCP. PCP covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement.

6.2 Release. Except for non-monetary remedies, PCP, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance that seeks to impose any other liability or damage, whatsoever, upon the Parties because they entered into this Agreement or because of the terms of this Agreement. The parties hereby acknowledge that they have read and are familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HERSETTLEMENT WITH THE DEBTOR.

By initialing below, the parties hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
PCP's Initials

_____
City's Initials

6.3 Termination or Modification of Agreement for Default of PCP. The City may terminate or modify this Agreement for any failure of PCP to perform any material duty or obligation of PCP under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, the City may terminate or modify this Agreement pursuant to this Section only after providing written notice to PCP of

default setting forth the nature of the default and the actions, if any, required by PCP to cure such default and, where the default can be cured, PCP has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

## 7. LITIGATION.

7.1 General Plan Litigation. The City has determined that this Agreement is consistent with its General Plan and that the General Plan meets all requirements of law. PCP has reviewed the General Plan and concurs with the City's determination. The City shall have no liability in damages under this Agreement for any failure of the City to perform under this Agreement or the inability of PCP to develop the Property as contemplated by this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, and as it may be amended, is invalid or inadequate or not in compliance with law.

7.2 Third Party Litigation Concerning Agreement. PCP shall defend, at its sole cost and expense, including attorneys' fees, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding against the City, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. The City shall promptly notify PCP of any claim, action, proceeding, or determination included within this Section 7.2, and the City shall cooperate in the defense. The City may, in its discretion, participate in the defense of any such claim, action, proceeding, or determination. During the pendency of any third-party litigation concerning this Agreement, PCPs obligations under Section 4.2 of this Agreement shall be tolled and until such time as the litigation is resolved and all appeals have been exhausted.

7.3 Environmental Assurances. PCP shall indemnify and hold the City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of PCP, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns, and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and PCP shall defend, at its sole cost and expense, including attorneys' fees, the City, its officers, agents, and employees in any action based or asserted upon any such alleged act or omission. The City may in its discretion participate in the defense of any such action.

7.4 Indemnity. In addition to the provisions of sections 7.1, 7.2, and 7.3 above, PCP shall indemnify and hold the City, its officers, agents, employees, and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of PCP, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury, or death (PCP's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure, and conveyance of the public improvements, save and except claims for damages arising

through the sole active negligence or sole willful misconduct of the City. PCP shall defend, at its expense, including attorneys' fees, the City, its officers, agents, employees, and independent contractors in any legal action based upon such alleged acts or omissions. The City may in its discretion participate in the defense of any such legal action.

7.5 Reservation of Rights. With respect to Sections 7.1, 7.2, 7.3, and 7.4 herein, the City reserves the right to either (1) reasonably approve the attorney(s) that the indemnifying party selects, hires, or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

7.6 Survival. The provisions of this Section 7 shall survive the termination of this Agreement.

## 8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit PCP, in any manner, at PCP's sole discretion, from encumbering the Woodland Plant Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Woodland Plant Property. However, PCP will provide notice of any intent to enter into a mortgage on the Woodland Plant Property at least thirty (30) days prior to entering into any such encumbrance. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with PCP and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. The city will provide consent or notice of withholding consent for any such request within thirty (30) days of receipt of notice. Upon noticing the withholding of consent, the City will include a detailed report of the reasonability of such determination. Any Mortgagee of the Woodland Plant Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Woodland Plant Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Woodland Plant Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by PCP in the performance of PCP's obligations under this Agreement.

(c) If the City timely receives a request from a mortgagee requesting a

copy of any notice of default given to PCP under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to PCP. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Woodland Plant Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Woodland Plant Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of PCP's obligations or other affirmative covenants of PCP hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by PCP is a condition precedent to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and further provided that any sale, transfer, or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

## 9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the City terminates or modifies this Agreement as provided herein for failure of PCP to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings, or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction

to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by the City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

9.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.10 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

9.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of

the covenants to be performed hereunder by such benefited party.

9.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Woodland Plant Property: (a) is for the benefit of and is a burden upon every portion of the Wood Plant Property; (b) runs with the Woodland Plant Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Woodland Plant Property or any portion thereof.

9.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court.

9.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Woodland Plant Property is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between the City and PCP is that of a government entity regulating the development of private property and the owner of such property.

9.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by the City of its power of eminent domain.

9.19 Agent for Service of Process. In the event PCP is not a resident of the State of California or it is an association, partnership, or joint venture without a member, partner, or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, PCP shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence, and business addresses, as its agent for the purpose of service of process in any court

action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon PCP. If for any reason service of such process upon such agent is not feasible, then in such event PCP may be personally served with such process out of this County and such service shall constitute valid service upon PCP. PCP is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

9.20 Authority to Execute. The person or persons executing this Agreement on behalf of PCP warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they has/have the authority to bind PCP to the performance of its obligations hereunder.

9.21 Obligations Joint and Several. The obligations of PCP under this Agreement shall be joint and several with respect to the entities which, collectively, comprise PCP. Further, the obligations of PCP under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**PCP**

**PACIFIC COAST PRODUCERS**

**An agricultural cooperative**

By: _____

Its: _____

Dated: _____

**City**

CITY OF WOODLAND, a California municipal corporation

By:_____
Ken Hiatt, City Manager

Dated:_____

ATTEST:

By: _____
Sarah Lansburgh, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Ethan Walsh, City Attorney

STATE OF CALIFORNIA )

) ss.

COUNTY OF YOLO )

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

Witness my hand and official seal.

_____

Notary Public

[SEAL]

STATE OF CALIFORNIA )

) ss.

COUNTY OF YOLO )

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

Witness my hand and official seal.

_____

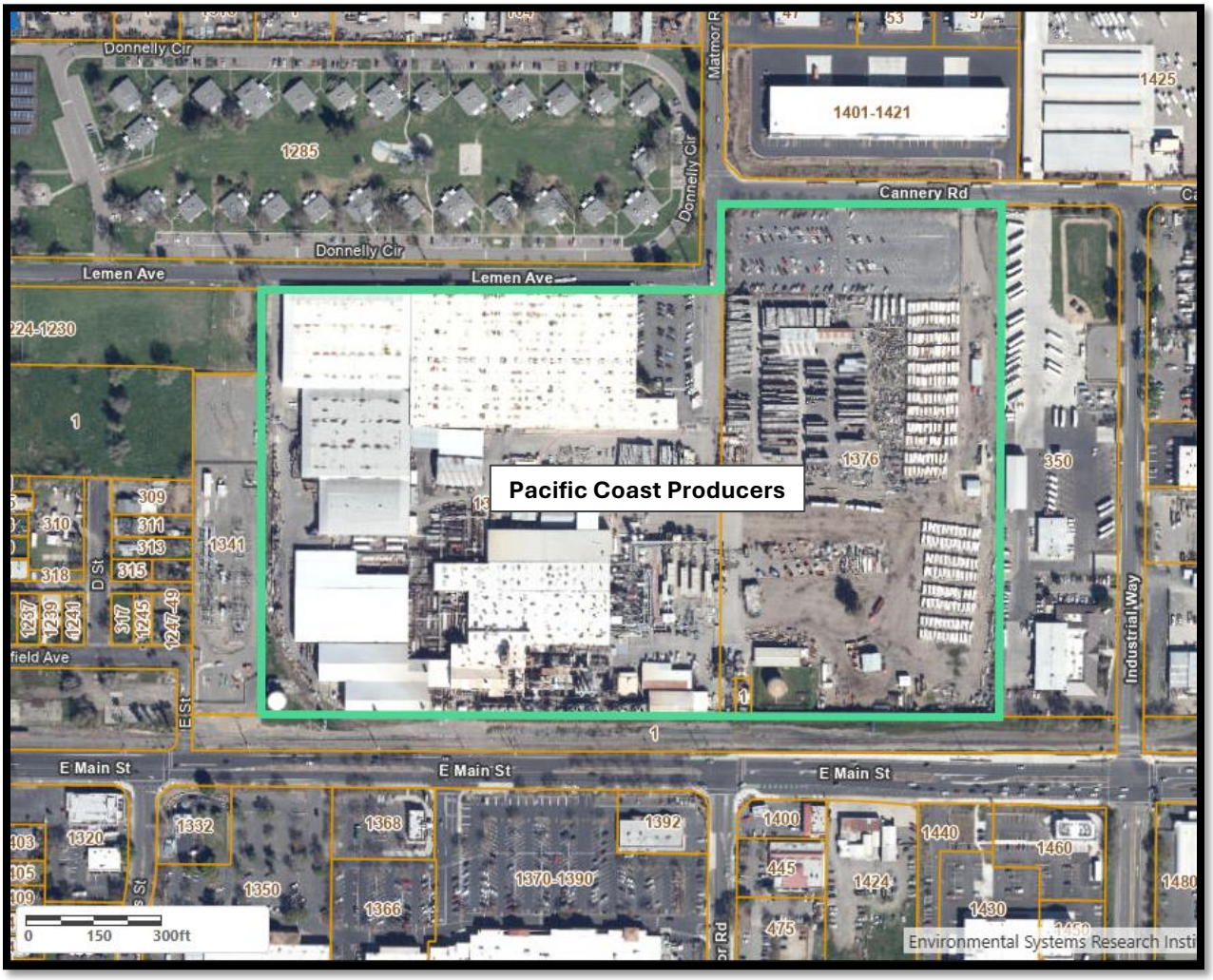
Notary Public

[SEAL]

Location Map

Pacific Coast Producers Agricultural Processing Facility

1376 Lemen Avenue, Woodland



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 2, 2025
ITEM #: H.12
SUBJECT: 2026 Aquatics Programming and Use Fees

**Recommendation for Action:** Staff recommends that the City Council receive an overview of aquatics programming for 2026 and adopt Resolution ____ authorizing new fees for aquatics programming.

**Staff Contact:**
Christine Ferrara, Community Services Director, (530) 661-2000, christine.ferrara@cityofwoodland.gov

**Fiscal Impact:**
The implementation of the new fees along with the ones that are included in the current fee schedule for pool use will generate approximately $360,000 (approximately $200,000 at the Woodland Aquatic Center and $160,000 at the Charles Brooks Community Swim Center [CBCSC]). The adopted 2025/2026 budget anticipates the proposed revenue generation.

**Background:**
The City currently operates one municipal pool, the CBCSC, located adjacent to Woodland High School. The City Council identified replacement of the former Hiddleson Pool and construction of a second community pool as a priority goal. In August 2024, the City broke ground on a second aquatics complex, the Woodland Aquatic Center, located adjacent to the Woodland Community & Senior Center. The Woodland Aquatic Center is anticipated to be completed in December 2025/early 2026. It consists of a 10-lane competition pool (the John and Eunice Davidson Competition Pool), a recreational pool with play features and shallow lanes for learn-to-swim activities, an approximately 4,500 square-foot support building (with ticket center/office, locker rooms, restrooms, lifeguard/staff room, mechanical room, chemical storage), and other landscaping improvements.

**Discussion:**

***Pool Operations and Program Overview***

The addition of the Woodland Aquatic Center has created an opportunity to increase aquatics program offerings to the community as well as to minimize overcrowding of programs at the CBCSC. The following identifies a general schedule based on season for each facility. It should be noted that as programs are implemented, staff will continue to reevaluate scheduling and determine changes to improve the user experience.

**January**
In January 2026, it is anticipated that CBCSC will remain open as the exact timing of the opening of the Woodland Aquatic Center is not known. In future years, it is anticipated that CBCSC will be closed from November through the end of January to conserve energy and reduce costs of pool operations. During this month, when the Woodland Aquatic Center is open, it will be the location for the Woodland Swim Team/Woodland Masters and for the City lap swim and water exercise program. It should be noted that the Woodland Swim Team/Woodland Master program is a pool rental (and not a City swim program like the Woodland Wreckers).

**February - May**
*Lap Swim and Water Exercise:* this programming will be offered only at the Woodland Aquatic Center during the spring, winter, and fall (it will be offered at both facilities in the summer). Hours will be Monday through Friday from 10 am to 1 pm; Monday through Thursday from 7 to 8 pm; and Saturday and Sunday from 10 to 11:30 am.

*Swim Teams*: Woodland Swim Team/Woodland Masters will use CBCSC. In April, the City's recreational swim team "Woodland Wreckers" will begin their season at the Woodland Aquatic Center. From February through April, the high school swim teams are practicing and competing. Woodland High School will remain at CBCSC and Pioneer High School will use the Woodland Aquatic Center.

**June – August**
*Public Swim: CBCSC will offer public swim from 1 to 4pm daily and the Woodland Aquatic Center will be open for public swim Monday through Friday from 1:30 to 5:30pm, Friday from 6 to 8pm, and on the weekends from 3 to 6pm. Public swim will be free one day per week at each location as well as on days when the temperature is 105 degrees or higher. It should also be noted that when there is an "extreme weather event" as identified by Yolo County, public swim will be free during normal public swim hours (to date for summer 2025, there have been no "extreme weather event" designations).*

*Lap Swim and Water Exercise:* Both facilities will offer lap swim and water exercise during the following times for summer.

| CBCSC | Woodland Aquatic Center |
|---|---|
| M-F 10 am – 1 pm | M/W/F 8-9:30 am |
| S/S 10-11:30 am | M-F 10 am – 1 pm |
| M-Th 7-8 pm | M-Th 8-9 pm |

*Swim Lessons:* Both facilities will offer swim lessons during the morning and in the evening.

*Swim Teams:* Woodland Swim Team/Woodland Masters will use CBCSC. Woodland Wreckers will use the Woodland Aquatic Center.

*High School Water Polo Teams:* Beginning in August, the high school water polo teams will start practicing and competing. Woodland High School will use CBCSC and Pioneer High School will use the Woodland Aquatic Center.

**September – October**
Lap Swim and Water Exercise: These programs will be available only at Woodland Aquatic Center. Hours will be Monday through Friday from 10 am to 1 pm; Monday through Thursday from 7 to 8 pm; and Saturday and Sunday from 10 to11:30 am.

Swim Teams: Woodland Swim Team/Woodland Masters will use CBCSC.

High School Water Polo Teams: The high school water polo teams will be practicing and competing. Woodland High School will use CBCSC and Pioneer High School will use the Woodland Aquatic Center.

**November – December** (CBCSC will close to conserve energy)

Lap Swim and Water Exercise: These programs will be available only at Woodland Aquatic Center. Hours will be Monday through Friday from 10 am to 1 pm; Monday through Thursday from 7 to 8 pm; and Saturday and Sunday from 10 to 11:30 am.

Swim Teams*:* Woodland Swim Team/Woodland Masters will use Woodland Aquatic Center.

## Pool Use Fees

The City of Woodland Fee Schedule that went into effect on July 1, 2025 identifies use fees for aquatic programs. Many of the proposed fees listed below are within the range of the current fee schedule (group and private swim lessons; and lap swim and water exercise for those up to age 54). During the pandemic (and currently), lap swim and water exercise fees for those over the age of 55 were waived. The City also stopped charging for public swim in 2009 shortly after the closure of Hiddleson Pool.

To help offset a portion of the operations and maintenance expenses associated with the addition of the Woodland Aquatic Center, staff proposes to charge a fee for public swim ($5/use at the Woodland Aquatic Center and $3/use at CBCSC); however, it should be noted that one day per week would be free at each pool location as well as free swim days when the weather forecast is expected to be 105 degrees or hotter and when Yolo County has designated an "extreme weather event". New fees related to public swim would also be added for 1) family season pass (family up to 5 people in the same household) ($100) and 2) individual season pass ($50).

While the proposed lap swim and water exercise fee ($6/day and $55/month) is within the current fee schedule, it is proposed that these fees be for those through age 62. The City currently does not charge use fees for lap swim and water exercise for Woodland residents who are ages 55 plus. New fees are proposed for those ages 55 plus and free for those over the age of 63 that meet low-income requirements with the same threshold required for the PG&E CARE program. The proposed fees would eliminate the 10-visit pass that is included in the current fee schedule. Other fees for non-residents are identified to be added to the 2025/2026 fee schedule.

Table 1 identifies Woodland's 2025 use fees as well as those fees for nearby jurisdictions for similar programs. Table 2 identifies use fees effective January 1, 2026, some of which are within the approved fee schedule and some which would be new because of council action associated with this report.

**Table 1. 2025 Use Fees for Woodland and Surrounding Area**

| Program | Woodland | Davis | Vacaville | West Sacramento | Esparto |
|---|---|---|---|---|---|
| **Swim Lessons** | | | | | |
| Group – 2 weeks | $84 am<br>$99 pm | $92 | $85 | $66 | $80 |
| Private- 2 weeks | $164 am<br>$194 pm | $210 | $240 | $208 | $140 |
| **Public Swim** | | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Daily | Free | $6 | $7 | $7 | $3 |
| Family Season Pass | n/a | $30 (5 visits) | $300 | $79.50/month | $400 |
| Individual Season Pass | n/a | $70 | $100 | $300 | $150 |
| **Lap Swim and Water Exercise** | | | | | |
| Ages 18-54 | Resident<br>$6 – daily<br>$55 -monthly<br><br>Non-Resident<br>$9-daily<br>$80- monthly | $5 -daily<br>n/a-monthly | $7 – daily<br>$65 (10 visits) | $7 – daily<br>$40 - monthly | $3 – daily<br>$30 (10 visits) |
| Ages 55 plus | Free (residents)<br>$9 –daily non-residents<br>$55 – non-residents monthly | $5 -daily<br>n/a monthly | n/a monthly | $6-daily<br>n/a monthly | n/a monthly |
| Low-Income Ages 55 plus | n/a | n/a | n/a | n/a | n/a |

Table 2. Current and Proposed Use Fees

| Program | 2025 Woodland Resident | 2025 Woodland Non-Resident | 2026 Woodland Resident | 2026 Non-Resident |
|---|---|---|---|---|
| **Swim Lessons** | | | | |
| Group – 2 weeks | $84 am<br>$99 pm | $101 am<br>$119 pm | $92 am<br>$109 pm | $110 am<br>$130 pm |
| Private- 2 weeks | $164 am<br>$194 pm | $197 am<br>$233 pm | $180 am<br>$213 pm | $216 am<br>$255 pm |
| **Public Swim** | | | | |
| Daily* | Free | Free | **$5 (Woodland Aquatic Center)**<br>**$3 (CBCSC)** | **$5 (Woodland Aquatic Center)**<br>**$3 (CBCSC)** |
| | n/a | n/a | **$100** | **$120** |

| | | | | |
|---|---|---|---|---|
| Family Season Pass* | | | | |
| Individual Season Pass* | n/a | n/a | **$50** | **$60** |
| **Lap Swim and Water Exercise** | | | | |
| Ages 18-54 | $6 – daily<br>$55 - monthly | $9 -daily<br>$80 - monthly | | |
| Ages 55 plus* | Free | $6 – daily<br>$55 - monthly | | |
| Ages 18-62 | | | **$6 - daily**<br>**$55 - monthly** | **$9 – daily**<br>**$80 - monthly** |
| Ages 63 plus | | | **$3 - daily**<br>**$35 - monthly** | **$6 – daily**<br>**$55 - monthly** |
| Low-Income Ages 63 plus* | n/a | n/a | **Free** | n/a |

* Bolded fees are changes/additions to the approved 2025/2026 fee schedule

**Conclusion:**

Staff recommends that the City Council receive an overview of aquatics programming for 2026 and adopt Resolution ____ authorizing new fees for aquatics programming.

Ken Hiatt
City Manager

**Attachments:**

1. Proposed Ordinance - New Aquatic Fees

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING NEW FEES FOR AQUATICS PROGRAMMING**

**WHEREAS**, the City of Woodland offers aquatics programming at one municipal pool, the Charles Brooks Community Swim Center; and

**WHEREAS**, the City is currently constructing a new aquatic complex, the Woodland Aquatic Center that will open around January 2026; and

**WHEREAS**, new fees went into effect on July 1, 2025 for aquatics programming with the annual fee schedule adjustment; and

**WHEREAS**, the City desires to modify the aquatics programming fees for public swim, lap swim, and water exercise to offset a portion of the operations and maintenance expenses associated with the addition of the Woodland Aquatic Center.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland as follows:

SECTION 1. The new aquatics programming use fees for public swim, lap swim, and water exercise to go into effect on January 1, 2026 are authorized as follows:

| Program | 2026 Woodland Resident | 2026 Non-Resident |
|---|---|---|
| **Public Swim** | | |
| Daily | $5 – Woodland Aquatic Center<br>$3 – Charles Brooks Community Swim Center | $5 – Woodland Aquatic Center<br>$3 – Charles Brooks Community Swim Center |
| Family Season Pass | $100 | $120 |
| Individual Season Pass | $50 | $60 |
| Lap Swim and Water Exercise | | |
| Ages 18-62 | $6 - daily<br>$55 - monthly | $9 – daily<br>$80 - monthly |
| Ages 63 plus | $3 - daily<br>$35 - monthly | $6 – daily<br>$55 - monthly |
| Low- Income Ages 63 plus | Free | n/a |

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 2nd day of September 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Marissa Kersey, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 2, 2025
ITEM #: H.13
SUBJECT: Fire Station #4 – Project Update and Next Steps

**Recommendation for Action**: Staff recommends that the City Council:

1. Receive an update on the project scope, proposed delivery method, and next steps for advancing the Fire Station #4 Project (CIP 16-10); and
2. Direct staff to proceed with issuing a Request for Proposal for Owner's Representative Services to assist the City in managing the Progressive Design Build Process for the project.

**Staff Contact**:
Ken Hiatt, City Manager, (530) 661-5802, ken.kiatt@cityofwoodland.gov
Ed Wisniewski, Principal Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.gov

**Council Goals:**
This action advances key initiatives called for within the Strengthen Public Safety & Infrastructure Goal of the City Council Priority Goals & Strategic Plan, including updating the Fire Department Strategic plan and evaluating service delivery models to inform future fire station facility planning.

**Fiscal Impact**:
Construction of the fire station is being funded by a variety of sources. A portion of the project has been included in the City's development impact fee program and in the Spring Lake Infrastructure Fee (SLIF) program, which established fees to be collected at the time of building permit to contribute to the cost of constructing new public facilities and infrastructure needed to serve new growth. Additionally, development agreements approved for various housing projects have been negotiated to include payment of a Community Benefit payment, which is also intended, in part, to contribute towards construction costs for a new station.

Not including the purchase of the site, the General Fund has allocated $1 million from reserves towards the project. The Measure F spending plan, approved for FY2024/25 allocated $2 million toward construction of the fire station. Additionally, as of July 1, 2025, the development impact fee fund has accumulated more than $4 million in available funding for the project, and the SLIF fund has $1.3 million available. Based on these amounts, there is more than $8 million in currently available funding for the project, with anticipated future collections from impact fees of close to $1 million over the coming years depending on development activity.

Total project costs are not fully known at this time. However, based on research of recently completed and comparably sized stations built within the region, it is estimated that the design and construction of the new station will cost in the range of 9 million to 11 million dollars. Therefore, additional funding sources will need to be identified to complete the project. Potential funding sources could include additional use of Measure F sales tax revenues, proceeds from the sale of City-owned surplus land at the project site, and internal or external borrowing. Staff will return to Council with a complete funding plan as the project costs are better defined and prior to soliciting bids for a progressive design-build team.

Finally, although additional personnel will not be required to staff the new station, there will be additional ongoing operating and maintenance costs associated with the new facility. Those costs will also be estimated and included within future budget discussions should the Council direct staff to proceed as recommended.

**Background**:
In 2018, the City acquired the former Willow Spring School Site at E. Gibson Road and Bourn Drive from the School District with the intent of constructing a new fire station to better serve the southeast area of Woodland, including Spring Lake. Prior to purchasing the property, the City hired City Gate Associates to assist in evaluating current and future station locations to determine how to most effectively and efficiently serve the community. This analysis looked at current response data as well as projected future service needs as informed by the City's then recently adopted 2035 General Plan.

Using this data, the city analyzed relocating Fire Station #3 as an alternative to constructing a new, fourth station in Spring Lake. The analysis suggested that the City could largely meet its adopted response time needs in the short-term by relocating Fire Station #3 to the E. Gibson Road and Bourn Drive location, while placing a future fourth station to the north would be a more cost-effective way to deploy stations to serve the community consistent with planned General Plan growth.

Subsequently, on February 6, 2025, the City Council received an updated presentation on fire department deployment analysis to affirm new station locations and inform the scope of the new station prior to commencing formal design. The analysis presented raised the question of whether to relocate all or a portion of Station 3. Previous discussions contemplated relocation of all personnel, apparatus, and training equipment from Station 3 to the new location. Additionally, it was proposed that the new station house the Fire Administration and Community Risk Reduction Divisions, as well as a training/emergency operations center (EOC).

Concerns over the size requirements, cost implications, as well as compatibility of the training operations with the adjacent residential uses, promoted the need for further analysis of the station functions. To address these issues, staff recommended the Council consider phasing the relocation of the personnel and equipment currently deployed at Station 3 such that one of the two staffed companies would be moved to the new station. The existing ladder truck company along with the training center would remain at Station 3 until a future fourth fire station is built in the north area. This strategy will not result in additional staffing or equipment costs and would significantly reduce the capital cost of constructing the new station at Gibson and Bourn. The new station would be designed with future staffing needs taken into consideration, so that it may be feasible to add additional personnel in the future, should the need arise.

Additionally, the Administration, Community Risk Reduction, and training center/EOC functions will not be integrated into the new station. Fire Administration, Community Risk Reduction, and the training center/EOC functions will remain at the current facilities until a future station 4 is built in the northeast area.

Response time modeling also shows improved coverage as compared to the current conditions and the full relocation scenario.

*Proposed Fire Station #4 Scope*
The following is a summary of the primary features that will inform the scope and design of Fire Station #4:

- Approximately 1 acre developed site

- Paved access to accommodate apparatus turning movements with access from Bourn Drive
- Two drive through single depth apparatus bays
- Interior living quarters to accommodate four personnel 24/7, 365 days a year
- Contamination reduction and containment features / facility design
- Dayroom sized for current and future staffing and functional as training space
- Office Area equipped with publicly accessible customer service counter and ADA restroom
- Commercial grade kitchen
- Three dedicated office spaces for Company Officer plus 1–2 spaces for collateral assignments designed for future conversion to dorm rooms when/if needed
- Fitness room
- Fleet maintenance and reserve storage out-building
- Energy-efficient features and solar panels
- Construction to be durable to ensure it is low-maintenance and long-lasting consistent with a life cycle cost analysis of 50+ years.

**Discussion**:
With the project site selected, a funding strategy identified, and high-level programming elements defined, staff is ready to advance the project to the design and construction phases. The traditional project delivery method employed by the City has been the Design-Bid-Build process, where the City engages an architect/engineer to design the project, advertises the construction documents for construction bids, and awards a construction contract to the lowest bidder. For vertical construction projects such as this one, alternative methods are often employed to deliver the project in a quicker, more efficient manner, and with lower risk of excessive change orders. After considerable research and conversing with other agencies in the region, staff is recommending that the project be delivered through the Progressive Design-Build approach. Progressive Design-Build (PDB) is a project delivery method that combines design and construction services under a single contract (typically held with the general contractor), with a focus on early collaboration and a 2-phased contracting approach. It emphasizes a qualifications-based selection process for selecting the design-build team, followed by a collaborative design development phase where the owner and design-build team work together to define the project design, schedule, and budget. PDB has become a popular method of executing fire station projects, offering increased efficiency, expediency, and cost management.

The selection of the design-build team is based primarily on their qualifications and design proposal through an RFQ/RFP process. Given that the design and budget lack detail initially, construction cost and schedule are not part of the procurement process. Once a design-builder is selected, the PDB project enters the “preconstruction services” phase where the design-build team works closely with the City to refine the design of the fire station. This process is a highly collaborative and efficient approach to verifying the feasibility and constructability of preliminary designs. The contractor is required to submit comprehensive and transparent cost estimates for the City to consider in the development of the final project budget. Once the design is sufficiently defined (typically 65%), the contractor will submit a guaranteed maximum price (GMP) and schedule for construction. If the City accepts the proposal, the contract is extended through construction services. If not, there are provisions in the original contract to allow the City to “off ramp” and pursue alternative means of bidding and constructing the project. The second phase of PDB is completion of the design and construction of the project.

In researching project delivery methods, staff also considered the traditional design-build (TDB) approach. Ultimately, the progressive design-build method offered a couple of key benefits, making it the preferred method for this project. In a TDB, the owner would contract with an architect initially to develop a baseline design and technical specifications (also known as “bridging documents”), which

typically equates to a 35% level design. That baseline design is advertised in an RFP, and prospective design-build teams prepare and submit detailed technical proposals with a design containing enough detail to define both scope and price. On the other hand, PDB is focused on a qualifications-based procurement process. This approach allows the owner to select the design-build contractor prior to developing a baseline design, saving time and money. The design-build contractor and owner then collaborate to develop the project's design and budget. This collaboration allows the owner to have greater control and involvement throughout the development of the design and budget. Regarding budget, in contrast to a TDB project where the contract price is agreed to on execution of the initial contract, the final GMP is typically not reached until the design is nearing completion (through an open-book process). As the design progresses, the design-build contractor provides a preliminary guaranteed maximum price at various milestones throughout the project until the final GMP is established.

Moving forward, the first step will be for the City to hire an "Owner's Representative" to guide the City through the entirety of the project, from programming through construction. Initially, the Owner's Representative (OR) will usher the City through the Qualifications/RFP process to select the Design-Build Team. This will include further development of programming needs and detailed performance criteria, as well as preparation of the RFP documents so that the City's goals are clearly conveyed through the QBS process. During the preconstruction phase, the OR will review cost estimates to ensure competitive pricing and advise the City on the GMP. Having a representative with specialized experience and expertise with PDB fire station projects will be critical to ensuring the project goals, budget, and schedule can be met with the Design-Builder's approach. Once the construction phase begins, the OR will also serve as Construction Manager to the City, as well as providing special inspections and material testing to ensure the quality of the final product.

Staff intends to advertise an RFP for Owner's Representative Services by the end of September and bring forth a recommendation to award an OR contract at a November council meeting. City staff and the selected OR firm will then work to refine the project programming and performance criteria in hopes of advertising the RFQ/RFP documents in Winter 2026 and awarding the initial design-builder contract in Spring 2026 so that construction can begin in 2027.

**Conclusion**:
Staff recommends that the City Council:

1. Receive an update on the project scope, proposed delivery method, and next steps for advancing the Fire Station #4 Project (CIP 16-10); and
2. Direct staff to proceed with issuing a Request for Proposal for Owner's Representative Services to assist the City in managing the Progressive Design Build Process for the project.

Prepared by: Ed Wisniewski, Principal Civil Engineer

Reviewed by: Eric Zane, Fire Chief
Kim McKinney, Administrative Services Director
Brent Meyer, Community Development Director / City Engineer

Ken Hiatt
City Manager

**Attachments:**

1. Fire Station 4 Site Location Map

# Fire Station #4 Location
(E. Gibson and Bourn Drive)